

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

NASHVILLE, TENNESSEE

REC'D TN
REGULATORY AUTH.

'99 SEP 1 AM 2 46

OFFICE OF THE
EXECUTIVE SECRETARY

Application of Access Integrated Networks, Inc. for a)
Certificate of Public Convenience and Necessity)
as a Competing Telecommunications Service Provider)

TRA Docket No. 99-

00644

APPLICATION OF ACCESS INTEGRATED NETWORKS, INC.

Pursuant to T.C.A. § 65-4-201 et seq., Access Integrated Networks, Inc. ("AIN" or "Applicant") hereby applies for a certificate of public convenience and necessity as a competing telecommunications service provider to provide telecommunications services throughout the State of Tennessee. AIN intends to provide primarily resold telecommunications services, including, but not limited to, local exchange, exchange access, interexchange, and prepaid services, throughout the State of Tennessee. AIN also expects to use, on a limited basis, unbundled network elements from incumbent local exchange carriers to provide its services. Therefore, AIN respectfully requests that the Tennessee Regulatory Authority ("TRA") grant AIN authority to operate as a competing telecommunications service provider on both a resale and facilities-based basis throughout the State of Tennessee.

In support of its Application, AIN provides the following information:

I. Names and Addresses

The name and physical address of the Applicant is:

Access Integrated Networks, Inc.
121 North Crest Boulevard
Macon, Georgia 31210
Tel: (912) 475-9800
Fax: (912) 475-9988

Correspondence or communications pertaining to this Application should be directed to Applicant's attorney of record:

Michael B. Bressman
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
P. O. Box 198062
Nashville, Tennessee 37219
Tel: (615) 244-2582
Fax: (615) 252-6380

and for ongoing operations of the company:

Stephen Louis A. Dillard
Stone & Baxter, LLP
Charter Medical Building
577 Mulberry Street, Suite 1111
Macon, Georgia 31201-8256
Tel: (912) 750-9898
Fax: (912) 750-9899

AIN is a corporation organized under the laws of the State of Georgia and is qualified to do business in Tennessee. See attached Exhibit 1 for a copy of AIN's Certificate of Existence and Exhibit 2 for its Certificate of Authorization to transact business in Tennessee.

II. Qualifications

T.C.A. § 65-4-201 requires an applicant for a certificate of public convenience and necessity to show that it possesses sufficient managerial, financial, and technical abilities to provide the applied-for services. AIN satisfies each of these requirements.

A. Financial Ability

AIN is financially qualified to provide resold and facilities-based telecommunications services in Tennessee. AIN is a privately-held company with substantial financial resources available to it to operate throughout the state. AIN funds its operations through its ongoing operations. In addition, AIN recently received a commitment for a significant equity investment in the company. Attached as Exhibit 3 is a copy of AIN's balance sheet, income statement, and

statement of cash flows for the year ending December 31, 1998, as well as an income statement for the period ending June 30, 1999. AIN does not have audited financial statements. None of the amounts on the financial statements contained in Exhibit 3 are related to reciprocal compensation for terminating ISP traffic. Attached as Exhibit 4 is a letter evidencing the recent equity investment in AIN. Because AIN is a privately-held company and the information contained in Exhibits 3 and 4 is confidential and proprietary financial information, these exhibits are being filed under seal pursuant to TRA Rule 1220-1-1-.03(8).

Because AIN provides its services primarily through resale, the cost of its proposed network (that is, of its limited use of unbundled network elements), is minimal. In fact, AIN intends to use UNEs only where it is more economical than resale. Consequently, AIN does not have a three-year capital budget outlining equipment and network expenses. AIN, however, does have projected financial statements for the next three years, which are attached as Exhibit 5. Because the information contained in Exhibit 5 is confidential and proprietary financial information, this exhibit is being filed under seal pursuant to TRA Rule 1220-1-1-.03(8).

B. Managerial Ability

AIN possesses the managerial qualifications to provide telecommunications services in Tennessee. As described in the biographical information attached as Exhibit 6, AIN's management team has extensive management experience in the telecommunications industry. In particular, senior officers and directors of the company have more than eighty-five years of experience in the telecommunications industry, including numerous years working with BellSouth.

C. Technical Ability

AIN possesses the technical qualifications to provide a full range of telecommunications services in Tennessee. As described in Exhibit 6, AIN's officers and directors have extensive experience in management with BellSouth. Moreover, AIN has been providing telecommunications

services on a resale basis since June 5, 1997 in Georgia. More recently, AIN has begun providing resold telecommunications services in Alabama and Kentucky. AIN has entered into region-wide agreements with BellSouth for the provisioning of AIN's services.

AIN will primarily provide its services via resale. On a limited basis and where it is more cost effective, AIN will purchase unbundled network elements from BellSouth to provide its telecommunications services. The technical and maintenance support for those UNEs will be provided by BellSouth under its agreements with AIN. AIN does not currently intend to install any switches or other facilities in Tennessee. AIN also will not require Tennessee consumers to purchase CPE that cannot be used with the incumbent local exchange carrier's systems. In fact, because AIN will provide its services primarily through resale, its customers will use the same CPE they would use with incumbent's systems.

III. Service Offerings

As described in more detail in its illustrative tariffs attached as Exhibit 7, AIN seeks authority to provide a full range of interexchange, exchange access and special access, and local exchange telecommunications services, including prepaid services, throughout the State of Tennessee on both a resale and facilities-based basis. AIN's services will be available twenty-four hours a day, seven days a week. These services will be provided primarily through resale of the incumbent local exchange carriers' networks. AIN either directly or through arrangements with other carriers or companies will provide those services required by TRA Rule 1220-4-8-.04(3)(b). Applicant will, upon certification and before offering telecommunications services to the public, file its initial tariffs with the TRA setting forth the rates, charges, terms, and regulations for its services.

IV. Public Interest and Necessity

The grant of a certificate of public convenience and necessity to AIN to provide telecommunications services within Tennessee will benefit the public. AIN's offerings will increase consumer choice and expand the options for innovative products, thereby increasing competition for local exchange and interexchange services. AIN's prepaid offerings also will provide options and competition for those consumers who are unable to obtain local and interexchange services through more traditional means. By providing more telecommunications options to the consumers of Tennessee, the economic development within the state will be further stimulated. Competition from companies such as AIN promotes the pro-consumer goals of the TRA and Telecommunications Act of 1996. AIN's entry into the market will neither prejudice nor disadvantage any class of telephone customers or providers. Its application, therefore, is in the public interest.

V. Miscellaneous

A. Small and Minority-Owned Telecommunications Business Participation Plan

AIN has attached, as Exhibit 8, its small and minority-owned telecommunications business participation plan in compliance with T.C.A. § 65-5-212.

B. Year 2000 Compliance

AIN has attached, as Exhibit 9, its Year 2000 Readiness Disclosure.

C. Toll Dialing Parity Plan

AIN has attached, as Exhibit 10, its toll dialing parity plan.

D. Rural Telcos and Telephone Cooperatives

Unless otherwise permitted by federal or state law, AIN does not plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines, except for those that have voluntarily entered into an agreement with a competing telecommunications service provider or that have applied to

provide telecommunications services in an area outside its service area existing as of June 6, 1995. AIN also does not plan to provide service in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. AIN reserves the right to expand its services into these areas should any rulings of the TRA or any court or administrative agency allow the provision of service in such areas.

E. Authority in Other States

AIN has been authorized to provide telecommunications services in Georgia, Alabama, Kentucky, and Florida. AIN has applications to provide telecommunications services pending in Mississippi, Louisiana, North Carolina, and South Carolina. AIN has not been denied authority in any state nor has its authority been revoked in any state.

F. Regulatory Contact

George Forbes, AIN's Vice President of Operations, is knowledgeable about AIN's operations. Mr. Forbes has ultimate responsibility for overseeing AIN's operations and will serve as the responsible regulatory officer for the TRA to contact regarding AIN's operations and filing requirements subsequent to approval. He may be contacted at 912-475-9800. In addition, for billing and customer service issues, customers may contact Annette Hardy, AIN's Customer Service Manager at 912-475-9800. Correspondence to either Mr. Forbes or Ms. Hardy may be sent to:

Access Integrated Networks, Inc.
121 North Crest Boulevard
Macon, Georgia 31210

G. Mergers, Acquisitions, and Corporate Structure

AIN has not been involved in any pertinent mergers or acquisitions. AIN is a privately-held company with no parent and no subsidiaries.

H. Customer Deposits and Non-recurring Charges

AIN does not routinely require customer deposits but may request them in certain circumstances. AIN has stated the terms, conditions, and amounts for such deposits in its tariffs. AIN does require certain non-recurring charges, such as a line connection charge, for initiating service. These charges are included in AIN's tariffs.

I. Pre-filed Testimony

Attached as Exhibit 11 is the pre-filed testimony of William T. ("Tom") Wright, President and Chief Executive Officer of AIN.

J. Policies, Rules, and Orders

AIN will comply with all applicable statutes, rules and orders concerning the provision of telecommunications services in Tennessee.

CONCLUSION

Access Integrated Networks, Inc. respectfully requests that the TRA (1) grant AIN a certificate of public convenience and necessity as a competing telecommunications service provider to provide a full range of local exchange, exchange access, and interexchange telecommunications services, including prepaid services, throughout Tennessee on a resale and facilities-based basis and (2) grant such other relief the TRA deems necessary and proper.

Respectfully submitted,



Of Counsel:

Stephen Louis A. Dillard
Stone & Baxter, LLP
Charter Medical Building
577 Mulberry Street, Suite 1111
Macon, Georgia 31201-8256
(912)750-9898

Michael B. Bressman
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
P. O. Box 198062
Nashville, TN 37219
Tel: (615) 244-2582

Counsel for Access Integrated Networks, Inc.

Dated: August 31, 1999

EXHIBITS

Exhibit 1	Certificate of Existence
Exhibit 2	Tennessee Certificate of Authority
Exhibit 3	Recent Financial Statements
Exhibit 4	Letter regarding AIN Equity Investment
Exhibit 5	Projected Financial Statements
Exhibit 6	Management Biographies
Exhibit 7	Illustrative Tariffs
Exhibit 8	Small and Minority-Owned Telecommunications Business Participation Plan
Exhibit 9	Year 2000 Readiness Disclosure
Exhibit 10	Toll Dialing Parity Plan
Exhibit 11	Pre-filed Testimony

Exhibit 1

Certificate of Existence

Secretary of State

Corporations Division

315 West Tower

2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : K90900037
CONTROL NUMBER : K616805
DATE INC/AUTH/FILED: 05/28/1996
JURISDICTION : GEORGIA
PRINT DATE : 03/31/1999
FORM NUMBER : 211

STONE & BAXTER, LLP
STEPHEN LOUIS A. DILLARD
1111 CHARTER MEDICAL BLDG., 577 MULBERRY
MACON GA 31201

CERTIFICATE OF EXISTENCE

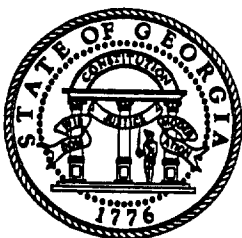
I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**ACCESS INTEGRATED NETWORKS, INC.
A DOMESTIC PROFIT CORPORATION**

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation, or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up, or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.





CATHY COX
SECRETARY OF STATE

Exhibit 2

Tennessee Certificate of Authority

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 04/07/99
REQUEST NUMBER: 3665-3062
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 04/07/99 1051
EFFECTIVE DATE/TIME: 04/07/99 1051
CONTROL NUMBER: 0368854

TO:
STONE & BAXTER, LLP
577 MULBERRY ST.
STE. 1111
MACON, GA 31201

RE:
ACCESS INTEGRATED NETWORKS, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 04/07/99

FROM:
ACCESS INTEGRATED NETWORKS
152 NORTH CREST BLVD
SUITE C
MACON, GA 31210-1844

	FEE	
RECEIVED:	\$600.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$600.00

RECEIPT NUMBER: 00002477586
ACCOUNT NUMBER: 00309475



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

ACCESS INTEGRATED NETWORKS, INC.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is ACCESS INTEGRATED NETWORKS, INC.

If different, the name under which the certificate of authority is to be obtained is NOT APPLICABLE

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d) and an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is GEORGIA

3. The date of its incorporation is MAY 28, 1996 (must be month, day, and year), and the period of duration, if other than perpetual, is NOT APPLICABLE

4. The complete street address (including zip code) of its principal office is

121 NORTH CREST BLVD.	MACON,	GEORGIA/USA	31210
Street	City	State/Country	Zip Code

5. The complete street address (including the county and the zip code) of its registered office in this state is

530 GAY STREET,	KNOXVILLE	TENNESSEE	37902
Street	City/State	County	Zip Code

The name of its registered agent at that office is

CT CORPORATION SYSTEM

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

SEE ATTACHMENT 1

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

SEE ATTACHMENT VII

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

, 19____ (date), _____ (time).
[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than one (1) month prior to the date the application is filed in this state.]

March 22, 1999
Signature Date

PRESIDENT
Signer's Capacity

ACCESS INTEGRATED NETWORKS, INC.

Name of Corporation

Signature

WILLIAM T. WRIGHT

Name (typed or printed)



90 APR -7 11:51
SECRETARY OF STATE

ACCESS INTEGRATED NETWORKS, INC.
(TENNESSEE)

ATTACHMENT VII - OFFICER & DIRECTOR INFORMATION

NAME	OFFICE / TITLE	MAILING ADDRESS
William T. Wright	President / Director	777 Will Scarlet Way Macon, Georgia 31210
George Forbes	VP of Operations/Secretary	1049 Underwood Dr. Macon, Georgia 31210
Randy Smith	VP of Marketing and Sales / Director	122 Wolf Creek Dr. Macon, Georgia 31210
Warren Rowland	Director	Rt.3 - Houser Mill Rd. Bryon, Georgia 31008
David Dyer	Director	350 Riverdale Rd. Macon, Georgia 31210
Rodney Page	Director	1224 Crawford Rd Barnesville, Georgia 30204

PLEASE NOTE THAT A TREASURER WILL BE ELECTED AT THE NEXT DIRECTOR MEETING.

Secretary of State

Corporations Division

315 West Tower

2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : K90900037
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STONE & BAXTER, LLP
STEPHEN LOUIS A. DILLARD
1111 CHARTER MEDICAL BLDG., 577 MULBERRY
MACON GA 31201

CERTIFICATE OF EXISTENCE

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

ACCESS INTEGRATED NETWORKS, INC. A DOMESTIC PROFIT CORPORATION

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation, or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up, or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



CATHY COX
SECRETARY OF STATE

Exhibit 3

Recent Financial Statements

The financial statements contain confidential and proprietary information and are being filed under separate cover pursuant to TRA Rule 1220-1-1-.03(8).

Exhibit 4

Letter regarding AIN Equity Investment

The financial statements contain confidential and proprietary information and are being filed under separate cover pursuant to TRA Rule 1220-1-1-.03(8).

Exhibit 5

Projected Financial Statements

The financial statements contain confidential and proprietary information and are being filed under separate cover pursuant to TRA Rule 1220-1-1-.03(8).

Exhibit 6

Management Biographies

The key managers bring a combined total of over 85 years of experience in the telecommunications industry and will provide the nucleus of the management team as the firm grows.

William T. ("Tom") Wright serves as *President, Chief Executive Officer, and Chairman of the Board* and has over 25 years of experience in the telecommunications industry, all of which were in the local service arena. Mr. Wright has held these positions with AIN since 1996. Prior to founding AIN in 1996, Mr. Wright held various positions with BellSouth, including most recently Branch Manager with BellSouth Business Systems, since 1987. While at BellSouth, Mr. Wright managed sales activities in the mid/south Georgia area, played a major role in developing and managing BellSouth's original third party distribution channel, and as a profit center manager for a sales operation, gained valuable experience in budget management and expense control. His understanding of BellSouth and its processes is invaluable in ongoing negotiations with that incumbent carrier. Mr. Wright is a graduate of Valdosta State University with a degree in Business Administration.

Randy Smith, who serves as AIN's *Vice President-Sales/Marketing* and as a director, joined AIN in 1999. Mr. Smith has served as an executive officer in a Georgia-based telecommunications company. He has been in the industry for over 25 years and is an acknowledged leader. His posts and awards include President, Georgia Interconnect Association; Man-of-the-Year, Georgia Interconnect Association; Chairman/Board Member, North American Telecommunications Association (now, the MultiMedia Telecommunications Association). Additionally, Mr. Smith maintains strong ties with BellSouth and was a member of the BellSouth Authorized Sales Representative Steering Committee for five years.

George Forbes serves as AIN's *Vice President-Operations*. Prior to joining AIN in 1996, Mr. Forbes was employed with BellSouth Business Systems from 1990 to 1996 as a System Designer and Account Manager and with MCI from 1988 to 1990 as an Account Executive. With over 10 years in the industry, focusing in technical design, implementation and support positions, Mr. Forbes brings the experience and knowledge to manage the AIN's ordering, billing and provisioning processes. He has "back office" experience with both local and long distance carriers. Mr. Forbes is a graduate of North Georgia College.

Laura McMaster, serves as AIN's *Vice President-Sales/Tier 2 Markets*. Prior to joining AIN in 1996, Ms. McMaster managed major accounts in the mid/south Georgia area for both BellSouth's wireless carrier, BellSouth Mobility, and later the incumbent carrier, BellSouth. With over 11 years of major account sales experience in the telecommunications and high tech copier industries, Ms. McMaster possesses the effective combination of in-depth industry and product knowledge and major account management skills necessary to build AIN's account base. Ms. McMaster has a degree in Business Administration from the University of Louisville.

Brian Baker serves as AIN's *Vice President-Sales/Metro Markets*. Prior to joining AIN in 1996, Mr. Baker worked as a Senior account manager with BellSouth's carrier sales force. He began his career with BellSouth in 1988 in its CPE (Customer Provided Equipment) division. Mr. Baker has over 11 years of sales experience in the industry, mostly in the metro Atlanta market, which is one of the most competitive in the country. Mr. Baker is a graduate of the University of Florida with a degree in Business Administration.

Rodney Page serves as AIN's *Vice President-Customer Care and Strategic Development* and as a director. Mr. Page has served as a Director of AIN since March 1999. Mr. Page was employed in various managerial and executive positions with BellSouth for 21 years, including President of BellSouth Education Systems and Assistant Vice President - Sales for Georgia, before leaving in 1991. From 1991 until joining AIN, Mr. Page was President of his own consulting firm, JRP & Associates, Inc., which provided marketing sales development and customer care consulting to the telecommunications industry.

Annette Hardy serves as AIN's *Customer Service Manager*. Prior to joining AIN in 1997, Ms. Hardy held various positions in BellSouth, most recently as Manager-Customer Service. Ms. Hardy has over thirty years of customer service management experience in the telecommunications industry with BellSouth.

David Wynn serves as AIN's *Operations Manager-Long Distance*. Prior to joining AIN in 1998, Mr. Wynn served in sales and account support positions with MCI from 1994 to 1998. Prior to that, he served in sales and customer service positions with Sprint from 1988 to 1994. Mr. Wynn has over ten years of experience in all phases of the long distance business. He is a graduate of Mercer University, Macon, Georgia

Board Members

In addition to **Tom Wright, Randy Smith, and Rodney Page**, AIN's board members represent a mix of people with extensive telecommunications industry knowledge and small business management and investment experience:

David Dyer became a director in 1996. He has over 31 years of experience in the telecommunications industry and currently heads his own firm, C A P & Associates, a telecommunications management firm located in Macon, Georgia. Mr. Dyer is a recognized industry authority. He is involved in a variety of organizations and activities that promote the understanding and utilization of new technologies. Those organizations include: the Georgia Communications Association, Mercer University's Distance Learning Task Force, ISLUA and the SL-1 Users Association.

Warren Rowland became a director in 1996. He is currently Vice President of B-ROW, Inc., a character education corporation. Prior to this, Mr. Rowland spent 25 years in the printing business, with the final seven as co-owner of Williams Rowland Printing, Inc., Macon,

Georgia. Mr. Rowland has considerable experience identifying and researching investment opportunities.

Dr. Kirk Godsey has been the President of Mercer University of Macon, Georgia for the past 20 years.

Exhibit 7

Illustrative Tariffs

ACCESS INTEGRATED NETWORKS, INC.
LOCAL EXCHANGE SERVICES
T.R.A. NO. 1

ISSUED: May 15, 1999:

EFFECTIVE: June 1, 1999:

Original Title Page

ACCESS INTEGRATED NETWORKS, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF TENNESSEE

W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

ACCESS INTEGRATED NETWORKS, INC.
LOCAL EXCHANGE SERVICES
T.R.A. NO. 1

ISSUED: May 15, 1999:

EFFECTIVE: June 1, 1999:

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CHECK SHEET

Pages 1 - 92 inclusive of this tariff are effective as of the date shown. First Revised and revised pages, as named below, comprise all changes from the First Revised tariff in effect on the date indicated.

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W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

ACCESS INTEGRATED NETWORKS, INC.
LOCAL EXCHANGE SERVICES
T.R.A. NO. 1

ISSUED: May 15, 1999:

EFFECTIVE: June 1, 1999:

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W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

ACCESS INTEGRATED NETWORKS, INC.
LOCAL EXCHANGE SERVICES
T.R.A. NO. 1

ISSUED: May 15, 1999:

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W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

ACCESS INTEGRATED NETWORKS, INC.
LOCAL EXCHANGE SERVICES
T.R.A. NO. 1

ISSUED: May 15, 1999:

EFFECTIVE: June 1, 1999:

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W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

ACCESS INTEGRATED NETWORKS, INC.
LOCAL EXCHANGE SERVICES
T.R.A. NO. 1

ISSUED: May 15, 1999:

EFFECTIVE: June 1, 1999:

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify change in meaning of text

D - To signify decreased rate

I - To signify increased rate

N - To signify new

T - To signify text clarification

M - To signify relocation of text without change

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by ACCESS Integrated Networks, Inc., to Customers within the local exchange service areas defined herein.

Under the Tennessee Regulatory Authority's proposed Rule 1220-4-8-.07, tariffs may include either specific prices or ranges of up to 25%. For purposes of interpretation under the new rules, once in effect, and to alleviate the need for an additional tariff filing after the effective date of those rules, all prices stated within this tariff represent BellSouth current tariff rates. ACCESS Integrated Networks, Inc. will discount up to 25% of the rates filed in this tariff due to promotions, volume commitments and/or competitive activity.

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1. Definitions

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a user to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authority User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Automatic Call Return: Allows the customer to return a call to the last number received by pressing a pre-assigned number.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point regardless of whether the user's station is idle or busy.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

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1. Definitions (Cont'd)

Call Pickup: Allows a user to answer incoming calls to another station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): Used to prevent a station from dialing certain codes and numbers.

Company: ACCESS Integrated Networks, Inc., a Georgia corporation, which is the issuer of this tariff.

Conference Calling: The user can sequentially call additional parties and add them together to create a conference call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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1. Definitions (Cont'd)

Customer Directory Routing: Upon the answering of an incoming call by the voice messaging system, the caller is requested to select a user to whom the message should be directed from a list provided by the voice messaging system.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Distinctive Ringing: Allows the customer to have a maximum of two telephone numbers with different ringing patterns on one basic local access, or "POTS" line. Distinctive Ringing is not available for DID numbers, lines that are a member of a hunt group, or T-1 channels.

Do Not Disturb: allows the user to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust government entity or corporation engaged in the provision of local exchange telephone service.

Flexible Digital Access: Digital transmission facility operating at 1.544 Mbps. May be divided to provide access to an interchange carrier in addition to providing one-way outbound, one-way inbound, two-way traffic, direct inward dialing, or any combination thereof.
(N)

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Hot Line: A private line dedicated to two phones and activated when either one party picks up the phone or does some other act of signaling such as pushing a button.

Hunting: Routes a call to an idle station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: a completed call or telephonic communication between a calling station and any other station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

Message Labeling: Allows a caller to label a message as urgent. (N)

Message Toll Service: Provides the customer with the ability to originate a call between points within a Local Access and Transport Area.

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Message Waiting: This feature provides an indication to a station user that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to a Local Exchange Company an interexchange carrier (IC) to access, without an access code, for interLATA calls. This IC is referred to as the end user's predesignated IC.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Remote Access - Call Forwarding: Allows a customer to activate and deactivate the call forwarding service from any touch-tone capable phone rather than just the base station line.

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Service Commencement Date: The First day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

SMDR: Station Message Detail Reporting. A name for a telephone call accounting system.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: This feature allows the customer to add another person to an existing conversation and have a three party conference call.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

UCD: Uniform Call Distributor. A device that distributes many incoming calls uniformly among a group of people, typically a work group of people performing a similar task.

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1. Definitions (Cont'd)

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

Voice Messaging Pager Notification: Automatically pages the voice messaging system user to notify them of a new message.

Zero Out: Allows a caller to press zero on the key pad and be transferred directly to the customer's operator attendant.

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Tennessee under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, or not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Services Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard of the State's choice of laws provision.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation of removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with ACCESS Integrated Networks, Inc. service.
- 2.1.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all services activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provisions of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit other to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6.3 Equipment installed at the customer premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations in accordance with the provisions of 2.3.1(e). In such cases, charges based on cost of the actual labor, materials, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extend beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Local Exchange Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

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2. Regulations (Cont'd)

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licences, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (c) the payment of all applicable charges, either non-recurring, recurring, ICB, or other charges, pursuant to this tariff;
- (d) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (e) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2 Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2 Regulations (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invites of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

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2 Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

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2 Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

2.4.2.2(Cont'd)

The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.1 Local Service may be connected to the services of facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.2 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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2 Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2 Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for all charges monthly in arrears to the Customer. The Company reserves the right to bill any charges in advance at its discretion.

2.5.2.3 The Company shall present bills for Recurring Charges and usage charges monthly to the Customer in arrears. The Company reserves the right to bill Recurring Charges in advance based upon its evaluation of the Customers credit worthiness and payment history.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.

2.5.2.5 A \$20.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority or its successor in accordance with the TRA's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the disputes.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charges(s) and three months charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two months charges for a service or facility which has a minimum payment period of one month; or

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.1 (Cont'd)

- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate of 6% per year.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Tennessee Administrative Code, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms of conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any materials portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1(f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service (s); or

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

2.5.6.6.1 (Cont'd)

- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) User of service for unlawful purposes.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due; or

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that (10) day period; or

2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due an owing for service(s) furnished during the time of or up to suspension or discontinuance.

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2 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including but not limited to termination charges, reasonable attorneys' fees, or any other fees incurred by the Company in the collection of any amount due under this tariff for services rendered or facilities provided, shall become due. Any attorneys' or other collection fees incurred by the Company after discontinuance of service shall become due immediately upon invoice of such fees to the customer. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2 Regulations (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: (Cont'd)

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Basic Access or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowances will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during any period in which the Customer continues to use the service on an impaired basis;

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2 Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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2 Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.1 Cancellation of Application for Service (Cont'd)

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees, and expenses reasonably incurred in connection with

- (1) All Non-Recurring Charges reasonable expended by Company to establish service to Customer, plus
- (2)
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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2 Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer (Cont'd)

6. all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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2 Regulations (Cont'd)

2.9 Notices and Communications (Cont'd)

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

3. Service Descriptions

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- place or receive intraLATA calls;
- access enhanced 911 Emergency Service where available;
- access the interexchange carrier selected by the Customer for interLATA or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 telephone numbers;
- access telecommunication Relay Service.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

3.1.1 Local Calling Areas: Exchanges and zones included in the local calling areas are specified below. NXX;s associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area. All exchanges and zones listed are in Bell South territory except where otherwise noted by an asterisk (*).

3.1.1.1 Nashville Exchange

Adams - Cedar Hill	Alexandria*
Ashland City	Auburntown*
Charlotte	College Grove*
Cross Plains - Orlinda	South Cunningham
Dickson	Eagleville
Fairview	Fosterville*
Franklin	South Freedonia
Gallatin	Goodlettsville
Greenbrier	Hendersonville
Kingston Springs	LaVergne
Lebanon	Liberty
Milton*	Mt. Juliet*
Murfreesboro	Nashville
Nolensville*	Norene*

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

3.1.1.1 Nashville Exchange (Cont'd)

Old Hickory	Pleasant View
Portland	East Sango
Smyrna	Spencer Mill*
North Spring Hill	Springfield
Triune - Arrington	Vanleer
Watertown	White Bluff
White House	Woodbury

3.1.1.2 Memphis Exchange

Arlington	Collierville
Millington*	Rosemark
Shelby Forest*	Germantown
Marion (R)	West Memphis*
Memphis	Covington
Drummonds*	LaGrange
Mason*	Munford*
Somerville	Moscow
Bartlett	Horn Lake (MS)
Lakeland	Southaven (MS)
Walls (MS)	

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access: Basic Access provides the Customer with a single, voice-grade communications channel. Each Basic Access will include a telephone number.

3.1.2.1 Basic Access Service is available in the following offerings:

- a. Basic Service: Basic Access service includes the following standard features at no additional charge:

Touch Tone
One Directory Listing
Presubscription

- b. ACCESS PLUS Service: Each ACCESS PLUS service includes the following standard features at no additional charge:

Touch Tone	Call Waiting
One Directory Listing	Call Waiting - Cancel
Presubscription	Message Waiting
Call Forward, Variable	Speed Dial, 8 Numbers
Call Forward, No Answer	Class Service
Call Forward, Busy	Three-Way Calling
Conference Calling	Automatic Call Return
Call Transfer, Consultation, and Conference	
Call Pickup	

- c. Multiple Number Appearances: Each Basic Access service or ACCESS Plus service with more than one telephone number terminating on a single physical connection will incur an additional charge. (N)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.1 Basic Access Service is available in the following offerings
(Cont'd)

- d. Telephone Numbers: The first ten direct inward dial numbers associated with a Basic Access or ACCESS Plus line are at no charge. Additional telephone numbers can be obtained in blocks of ten numbers. (N)

3.1.2.2 Optional Features: A Basic Access Customer or an ACCESS Plus Customer may order, in addition to the standard features included in each service, the following optional features, at the rates specified in Section 3.1.2.3.1 and 3.1.2.3.2.

Calling Name and Number Delivery
Distinctive Ringing*
Calling Number Delivery Blocking
Hunting
Remote Access - Call Forwarding**
Multiple Number Appearance
Additional Telephone Numbers

*NOTE: Distinctive ringing is not compatible with multi-line trunk service or centrex service (where available). All telephone numbers for this feature must originate from the same switching equipment.

**NOTE: Remote Access - Call Forwarding is only available with the purchase of ACCESS Plus service. (N)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges: A Basic Access Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Usage (if applicable) charges as specified in Sections 3.1.2.3.1 and 3.1.2.3.2 respectively.

3.1.2.3.1 Non-Recurring Charges

	<u>Residential</u>	<u>Business</u>
Line Connection Charge (per line)	\$41.50	\$58.50
Additional Line	\$18.00	\$31.00
First Line Subsequent Account Changes (Changes, Additions per order)	\$28.00	\$47.00
Additional Line	\$15.00	\$15.00
Presubscription Change (Changes, per line)	\$ 5.00	\$5.00
Secondary Service Charge	\$20.00	\$24.00
Premier Work Charge (1 st 15 min.)	\$28.00	\$28.00
Each Additional 15 min.	\$11.00	\$11.00

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.1 Non-Recurring Charges (Cont'd)

Line Restoral or Suspension Of Service Charge	\$50.00
--	---------

("Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. Also applies to the restoral of service after a Customer-initiated suspension.")

Optional Features:

Calling Name and Number Delivery	\$10.00
Distinctive Ringing	\$10.00
Hunting (per group)	\$20.00
Remote Access - Call Forwarding	\$10.00
Multiple Number Appearance	\$20.00 (N)
(No additional charge if ordered at time of service initiation)	
First 10 DID numbers	N/C
	(M)
Each Additional 20 DID numbers	\$10.00 (M)
(Up to 1,000)	

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4. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.2 Recurring Charges

a)	Monthly	
	<u>Residential</u>	<u>Business</u>
Group 1	\$7.55	\$27.05
Group 2	\$8.50	\$30.80
Group 3	\$9.05	\$32.75
Group 4	\$11.85	\$39.05
Group 5	\$12.15	\$39.70

Trunk Lines	<u>Business</u>
Inward Only	1 3/4 Basic Flat Rate Access Line Charge
Outward Only	
Both-Way	
DID Combination	2 times Basic Flat Rate Access Line Charge

b) Optional Features:

Calling Name and Number Delivery	\$ 9.00
Calling Name and Number Delivery Blocking	\$ 0.00
Distinctive Ringing	\$ 5.00
Hunting (per line)	75\$ of Line Rate
Remote Access-Call Forwarding	\$ 2.00 (D)
Multiple Number Appearance	\$20.00 (N)
First 10 DID Numbers	N/C
Each Additional Block of 20 Numbers (Up to 1,000)	\$ 2.00 (N)

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3. Service Descriptions (Cont'd)

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

- 3.1.4 Integrated Service Digital Network (ISDN): ISDN supports the simultaneous use of voice and data over the same access line. ISDN provides a completely digital transmission. ACCESS ISDN is available as either Basic Rate Interface (BRI) or Primary Rate Interface (PRI).

BRI consist of two bearer (B) channels and one data (D) channel. The B channels can carry voice conversations at up to 64 Kbps and the D channel can carry data at up to 16 Kbps. The Customer's terminal equipment or the interconnection though non-digital central offices may cause transmission speeds to be slower than the maximum achievable with ISDN.

PRI consists of twenty-three bearer (B) channels and one data (D) channel. With PRI, the B channels can carry voice conversations at 1.544 megabits per second. Again, the Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

Customer Premises Equipment that is compatible with the ISDN interface is the responsibility of the Customer. ACCESS is not responsible if any changes in the provisioning of ISDN BRI or ISDN PRI result in the obsolescence of Customer's equipment or the need for the customer to modify or change their customer premises equipment. Additionally, ISDN BRI and ISDN PRI is subject to the availability of company facilities.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 ISDN (Cont'd)

1. Basic ISDN-BRI includes the following features:

Calling Number and Name Delivery
Touch Tone
Two Telephone Numbers per BRI
Hunting between ISDN lines

2. Basic ISDN PLUS includes the following features:

Calling Number and Name Delivery
Touch Tone
Two Telephone Numbers per BRI
Hunting between ISDN lines
All features identified as available with ACCESS PLUS in section 3.1.2.1

3.1.4.1 Basic ISDN and Basic ISDN PLUS - Basic Rate Interface (BRI)
customers will be charged applicable Non-Recurring Charges and
monthly Recurring Charges as specified in Sections 3.1.4.1.1 and
3.1.4.1.2 respectively.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4.1.1 Non-Recurring Charges

Line Connection Charge (per BRI line) \$60.00 (D)

Subsequent Account Changes \$20.00
(Changes, Additions per order)

Presubscription Change Charge \$ 5.00
(Per change, per BRI)

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

Line Restoral or Suspension of Service \$50.00
Charge

3.1.4.1.2 ISDN - BRI Monthly Recurring Charges

Basic ISDN - BRI Monthly
Recurring Charge \$80.00

Basic ISDN PLUS - BRI
Monthly Recurring Charge \$85.00

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4.2 ISDN - Primary Rate Interface (PRI)

- a. Primary ISDN-PRI includes the following features:
Calling Number and Name Delivery
Touch Tone
23 Telephone Numbers per PRI
Hunting between ISDN lines
- b. Primary ISDN PLUS - PRI includes the following features:
Calling Number and Name Delivery
Touch Tone
23 Telephone Numbers per PRI
Hunting between ISDN lines
All features identified as available with ACCESS PLUS in
section 3.1.2.1

Primary ISDN-PRI and Primary ISDN PLUS Customers
will be charged applicable Non-Recurring Charges and
monthly Recurring Charges as specified in Sections
3.1.4.2.1 and 3.1.4.2.2 respectively.

3.1.4.2.1 Non-Recurring Charges

Line Connection Charge	
(Per PRI line)	\$1,000.00
Subsequent Account Changes	\$ 20.00
(Changes, Additions per order)	
Presubscription Change Charge	\$ 5.00
(Per change, per PRI)	

NOTE: Non-recurring account change charges will not apply during the initial
30 day period following completion of a service order.

Line Restoral or Suspension	
of Service Charge	\$ 50.00

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 Integrated Services Digital Network (ISDN) (Cont'd)

3.1.4.2 ISDN - Primary Rate Interface (PRI) (Cont'd)

3.1.4.2.2 ISDN-PRI Monthly Recurring Charges

Primary ISDN-PRI Month-to-Month	\$1,050.00
------------------------------------	------------

Primary ISDN PLUS-PRI Monthly Recurring Charge	\$1,055.00
---	------------

ACCESS ISDN-PRI service can also carry ACCESS long distance, as provided in Section C.2.2.2 of ACCESS's Message Toll Tariff (\$0.09 per minute in continental United States).

NOTE: This service is applicable to ACCESS traffic carried over the ISDN-PRI service.

3.2 Touch-Tone Calling Service

3.2.1 General

- A. Touch-Tone Calling Service provides for the origination of telephone calls by means of instruments equipped for tone-type address signaling.
- B. The service is furnished for use with individual and two-party central office lines, Centrex Type Services and PBX trunks.
- C. Touch-Tone Calling Service, for individual Centrex Type Services and PBX trunks requires special central office equipment and will be provided only in those central office areas where a central office has been equipped for Touch-Tone Service.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.2 Application of Charges

Service charges in Section 6 do not apply to the installation or removal of Touch-Tone Calling Service.

3.2.3 Rates and Charges

Touch-Tone Calling Service Rates and Charges shall apply where the Customer has the capability to originate calls by means of instruments equipped for touch-tone dialing and where the special central office facilities exist.

The following monthly rates apply for Touch-Tone Calling Service and are in addition to all other applicable rates and charges for the facilities and service furnished.

A Service Charge does not apply if Touch-Tone Service is provided coincident with the Company initiated work involving a number change associated with making touch-tone capacity available.

A. Individual and Two-Party Line Service and PBX Trunks Arranged for Both-Way or Outward Service. On Two-Party lines, rate is applicable per subscriber to Touch-Tone Service.

1. Per line or trunk

	Installation Charge	Monthly Rate	USOC
(a) Residence	\$-	\$1.50	TTR
(b) Business	\$-	\$3.00	TTB

B. Centrex Systems

1. Per Centrex Station Line equipped for Touch-Tone signaling.

(a) Each Line	\$-	\$1.00	TDN
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C. Digital ACCESSX service - Vintage 1

1. Per Network Access Register

(a) Each	\$-	\$3.00	TJB
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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.4 Optional Features

A. Residential

1. Individual Features		Monthly	
		Rate	USOC
(a)	Call Waiting ¹	\$3.00	ESX
(b)	Call Forwarding Variable ¹	\$2.75	ESM
(c)	Three-Way Calling ¹	\$2.75	ESC
(d)	Speed Calling (8 Code) ¹	\$2.20	ESL
(e)	Speed Calling (30 Code) ¹	\$3.75	ESF
(f)	Call Forwarding Busy Line ¹	\$1.00	GEC
(g)	Call Forwarding Don't Answer ¹	\$1.00	GCJ
(h)	Customer Control of Call Forwarding Busy Line ¹	\$3.00	GJP
(i)	Customer Control of Call Forwarding Don't Answer	\$3.00	GJC
(j)	Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Busy Line Multipath ²	\$2.00	CFSBX
(k)	Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath ²	\$2.00	CFSDX
(l)	Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath ²	\$3.00	CFSVX
(m)	Remote Access - Call Forwarding Variable ¹	\$5.75	GCZ
(n)	Call Waiting Deluxe ¹	\$6.00	ESXDL
(o)	Call Waiting Deluxe with Conferencing ¹	\$6.00	ESXDC
(p)	Call Forwarding Don't Answer - Ring Control ¹	\$1.00	GCJRC
(q)	Three-Way Calling with Transfer ³	\$4.95	ESCWT

Note 1: Monthly rate per central office line equipped.

Note 2: Monthly rate per call forwarding path in excess of ten paths.

Note 3: Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.4 Optional Features (Cont'd)

B. Business/Business PBX

1. Individual Features		Monthly	
		Rate	USOC
(a)	Call Waiting ¹	\$3.90	ESX
(b)	Call Forwarding Variable ¹	\$3.75	ESM
(c)	Three-Way Calling ¹	\$3.75	ESC
(d)	Speed Calling (8 Code) ¹ and ²	\$3.20	ESL
(e)	Speed Calling (30 Code) ¹ and ²	\$4.75	ESF
(f)	Call Forwarding Busy Line ³	\$3.25	GCE
(g)	Call Forwarding Don't Answer ³	\$3.25	GCJ
(h)	Customer Control of Call Forwarding Busy Line ³	\$6.25	GJP
(i)	Customer Control of Call Forwarding Don't Answer ³	\$6.25	GJC

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.4 Optional Features (Cont'd)

B. Business/Business PBX (Cont'd)

1. Individual Features (Cont'd)		Monthly Rate	USOC
(j)	Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath ²	\$3.00	CFSBX
(k)	Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath ²	\$3.00	CFSDX
(l)	Call forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath ²	\$3.00	CFSVX
(m)	Remote Access - Call Forwarding Variable ¹	\$7.75	GCZ
(n)	Call Forwarding Don't Answer - Ring Control ¹	\$3.25	GCFRC
(o)	Three-Way Calling with Transfer ³	\$6.00	ESCWT

3.2.5 Rates

1. Per Use Three-Way Calling

a. Pre use (requires completion and bridging of second call of a Three-Way call)

(1) Usage Charge

	Charge	USOC
(a) Residence	\$0.75	NA
(b) Business	\$0.75	NA

Note 1: Monthly rate per central office line equipped.

Note 2: Monthly rate per call forwarding path in excess of ten paths.

Note 3: Appropriate local or toll charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.6 Flexible Call Forwarding

A. Application

Flexible Call Forwarding is an optional network feature available to residence and business subscribers, subject to limitations as defined in C. following. Flexible Call Forwarding - Plus is an optional network feature available to residential subscribers only.

B. Description

Flexible Call Forwarding (FCF) and Flexible Call Forwarding - Plus (FCF-Plus) provide customer control for call forwarding capabilities via dial-accessed voice prompt menus. (The Company will provide an Administrative telephone number for such access.) Access to these menus is available from the telephone service on which the FCF feature is provided (the base station), and also from telephone services separate from that base station service. Access from these "separate" services requires a customer-determined password (or PIN). The menus provide access to the following capabilities:

1. Flexible Call Forwarding

Forwarding - Allows the customer to specify a telephone number to which calls incoming to the base station service will be transferred. Most such use is a "Forward There" application. When the menu is accessed from a separate service, a "Forward Here" feature can be utilized under certain conditions.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

1. Flexible Call Forwarding (Cont'd)

Speed Forwarding - Allows the customer to set up codes (#1-8) for abbreviated dialing of the telephone numbers most often used as the forwarded-to telephone numbers. A "#9" speed forwarding code is preset to immediately forward all calls to the customer's Call Rescue location without ringing at the base station.

Call Rescue - Allows the Customer to specify subsequent routing of an incoming call when the call encounters a "busy" or "no answer" condition at the initial forwarded-to location. The Call Rescue number can be to a secretary, a telephone answering service, as well as a cellular phone, a pager, an answering machine, or a voice mailbox. If a Call Rescue location is not specified, the disposition of the call will be based on the status of the initial forwarded-to number.

Priority Screening - Allows the customer to receive forwarded calls from selected callers, while routing all other calls to Call Rescue. The customer activates this feature, selects and sets up a three-digit code. When activated, callers will be greeted by a message, at which point the caller must input the customer-selected three digit code. The call will then ring the forwarded-to telephone number. The customer is responsible for providing the selected callers with the appropriate code.

Ring Control - Allows the subscriber to vary the number of rings (1-6) that will be heard at the forwarded-to location before the incoming call is routed to the Call Rescue location. The number of rings that the calling party hears may be higher if ACN is turned on.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

1. Flexible Call Forwarding (Cont'd)

Audio Calling Name (ACN) - ACN is an optional feature available with FCF and FCF-Plus which provides an audio message of the calling party's name. If the call is delivered by a carrier other than the Company, the customer may hear the calling party's name, city and state or telephone number, depending on available call data. The calling party will hear ringing until the customer chooses to answer the call or forward it to Call Rescue. There is an additional charge for this feature.

Compatibility of Audio Calling Name with answering machines is not guaranteed.

Administrative Capabilities - From the voice prompt menu the customer may also change the recorded announcement, the password used for access, the ring cycles and the Speed Forwarding List, and identify cellular or pager telephone numbers where available.

Timed Forwarding - Allows the subscriber to forward calls until a specified time within the next twenty-four hours, after which time calls will not longer be forwarded until the customer activates subsequent forwarding instructions via the FCF menu.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.6 Flexible Call Forwarding (Cont'd)

B. Description (Cont'd)

2. Flexible Call Forwarding - Plus

FCF-Plus includes an additional (or "dial around") telephone number and listing, distinctive ringing and all the capabilities of the basic FCF service on the primary number. The optional feature Audio Calling Name (ACN) is also available on the primary number.

FCF-Plus allows certain calls to be received at the base station even while forwarding is activated on the primary number.

FCF-Plus is available to residential customers only.

C. Regulations and Limitations of Service

1. In addition to the Regulations and Limitations of service described in this section, the Regulations and Limitations of service as set forth for other Custom Calling Services features in this Tariff will also apply.
2. Flexible Call Forwarding is provided subject to availability of technology and facilities.

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.6 Flexible Call Forwarding (Cont'd)

C. Regulations and Limitations of Service (Cont'd)

3. For billing purposes, the call incoming to the FCF subscriber's location is treated as one call and is billed pursuant to tariffs applicable for such calls. The "forwarding" call initiated by FCF is treated as a separate call, and is subject to appropriate charges as if the call were initiated directly from the FCF subscriber's line to the forwarded-to location. For billing purposes, where ACN is activated a forwarded call is considered complete if the forwarded-to location returns answer supervision, even in those instances in which the forwarded call is not "answered" or is sent to Call Rescue. Such calls to Call Rescue are also subject to appropriate charges.
4. Listings for FCF-Plus are subject to regulations specified in this Tariff. Other listings will also be provided under the terms and conditions described in this Tariff.
5. Service Charges as provided in this Tariff apply except during periods of special promotions.
6. Certain discounts are applicable to the subscription rate of selected multiple features.

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7. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.6 Flexible Call Forwarding (Cont'd)

C. Regulations and Limitations of Service (Cont'd)

7. FCF and FCF-Plus will not be provided on lines equipped with Call Forward Variable (CFV), Remote Access-Call Forward Variable (RACF), Preferred Call Forwarding (PCF),
8. FCF-Plus cannot be provided on single line residential service equipped with RingMaster service.
9. For calls forwarded via FCF or FCF-Plus, the calling party telephone will be an FCF Administrative telephone number.
10. Except where facilities permit, FCF or FCF-Plus cannot be used to forward calls to locations requiring an "international" dialing format.
11. Where FCF or FCF-Plus is provided on a service also subscribed to a Customized Code Restriction (CCR) service which prohibits 1+calling, the FCF feature may still be programmed to forward to a "1+" location. FCF will take precedence over CCR in such circumstances, and the subscriber will be subject to the appropriate toll charges for such calls, subscription to CCR notwithstanding.
12. FCF is not available on lines served by ACCESSX service, Digital ACCESSX service, ACCESServ service ACCESServ PLUS service or Direct-in-Dial (DID) service.

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EXECUTIVE OVERVIEW

Pursuant to this tariff, ACCESS Integrated Networks, Inc. offers rates and terms for intraLATA and interLATA toll services. Customers will have the option to combine their toll service with local calling as set out in ACCESS Integrated Networks, Inc. T.R.A. Local Exchange Services Tariff No. 1.

In addition to the generally available rates and charges, ACCESS Integrated Networks, Inc. will offer Customer Specific Pricing plans on a contractual basis to interested customers on a case by case basis.

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CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify change in meaning of text

D - To signify decreased rate

I - To signify increased rate

N - To signify new

T - To signify text clarification

PRINCIPAL OFFICE

ACCESS Integrated Networks Inc.'s principal office in its serving territory is located
at 121 North Crest Boulevard
Macon, Georgia 31210-1844

This Tariff is available for public inspection at the
above during regular business hours.

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A. APPLICATION OF TARIFF

This tariff applies to Two-Point Message Toll Service, originating within a Local Access and Transport Area (LATA) and terminating within that LATA or a different LATA within the State of Tennessee. The points between which service is furnished on a local basis are indicated by the Local General Tariffs governing the rates for exchange service. (T)

B. GENERAL REGULATIONS

Please refer to ACCESS Integrated Networks, Inc.'s Local Exchange Services Tariff, T.R.A No. 1, for all applicable Rules and Regulations.

1. DEFINITION

Two-Point Message Toll Service is that of furnishing facilities for telecommunications between stations in different local service areas of the same or different LATA in accordance with the regulations and schedule of rates specified in this Tariff. The rates specified in this Tariff are in payment for all services furnished between the calling and called stations. (T)

2. UNDERTAKING OF COMPANY

ACCESS Integrated Networks, Inc. offers, subject to the terms and conditions specified in this Tariff, the use of its facilities where available for communications between customers.

3. PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Message Toll Service shall take precedence over the use of facilities will follow, in all cases, any contrary federal or state prioritization requirements.

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B. GENERAL REGULATIONS (Cont'd)

4. LIABILITY OF THE COMPANY

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other effects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission, or failure or defect in the Company's equipment occurs. Adjustments within the limits provided herein may be made by direct payment to the Customer or by credit to the Customer's account.

5. USE

- a. Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided that all such usage shall be subject to the provisions of this Tariff, and shall not affect the Customer's responsibility for all payments required under this Tariff.
- b. Use of Service for Unlawful Purposes
Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company received other evidence that such service is or will be used for such purposes.
- c. Use of Service With Customer-Provided Equipment
Customer-provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates and charges applicable to the facilities as provided for in the Company's Tariffs.

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B. GENERAL REGULATIONS (Cont'd)

6. CUSTOMER SPECIFIC PRICING (CSP)

Customer Specific Pricing arrangements for Toll services provided in this Tariff can be connected to exchange facilities of the Company subject to the regulations, rates and charges applicable to the facilities as provided for in the Company's Tariffs.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

7. LIABILITY FOR CALLING CARD FRAUD (N)

- a. The Customer is liable for the unauthorized use of the Company's facilities, equipment, and services obtained through the fraudulent or other unauthorized use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified. (N)
- b. The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by the unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection. (N)
- c. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. Written notice shall be sent to the Company's address as designated pursuant to Section 8 and will be effective when received, and oral notice shall be made by telephone at the Company's listed telephone number. For the purposes of this section, notice occurs when the Company receives oral or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. (N)

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B. GENERAL REGULATIONS (Cont'd)

7. LIABILITY FOR CALLING CARD FRAUD (Cont'd)

- d. The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent. (N)

- 8. Except as otherwise provided in Section 7.c. all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which occurs first. (N)

C. MESSAGE TOLL SERVICES

1. DEFINITIONS

Station - The term denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

Station-to-Station - Two-Point Service is that service where the person originating the call from other than a public or semi-public coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

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C. MESSAGE TOLL SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS

The services shall be usage-based and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment.

- 2.1 The following per minute rates will be applied to all direct dialed calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's long distance service.

	<u>Per Minute</u>	
Month-to-Month	\$0.11	(D)
1 year contract	\$0.11	
2 year contract	\$0.10	
3 year contract	\$0.09	

To receive the above contract rates, the Customer's line must be assigned the ACCESS PIC during the entire contract period. In the event a contracted line does not carry the ACCESS PIC, the contract may be terminated by ACCESS and contractual liquidated damages will apply.

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C. MESSAGE TOLL SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

- 2.2 The following per minute rates will be applied to all direct dialed calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's local service in addition to ACCESS's long distance service prior to January 1, 1998. For long distance service subscribed to after January 1, 1998, the rates in C2.2.1 shall apply. Customers who have subscribed to long distance service pursuant to Section C.2.2.2 may elect to terminate their existing term contract by subscribing to a new term contract under Section C.2.2.1 with a term at least equal to the remaining term of their existing contract at the time of election. Customers will not be assessed a nonrecurring charge for this election.

	<u>Per Minute</u>		
	<u>Month-to</u> <u>Month</u>	<u>1 Year</u> <u>Contract</u>	<u>3 Year</u> <u>Contract</u>
Message Toll Originating Service (0 - 999 minutes of use per month)	\$0.14	\$0.13	\$0.12
(if usage exceeds 999 but is less than 5,000 minutes of use per month, all minutes will receive discounted rate)	\$0.13	\$0.12	\$0.11
(if usage exceeds 5,000 but is less than 10,000 minutes of use per month, all minutes will receive a further discounted rate)	\$0.12	\$0.11	\$0.10
(if usage is 10,000 minutes of use or more per month, all minutes of use will receive an additionally discounted rate)	\$0.11	\$0.10	\$0.09

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C. MESSAGE TOLL SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 (Cont'd)

2.2.1 Term and volume rates require a written contract between ACCESS and the Customer. The per minute rate to be applied to each Customer's usage under the term and volume contracts for ACCESS long distance will be determined by the overall length of the contract period agreed upon and the amount of usage accumulated during the monthly billing period. All minutes billed to the account during the billing period will accumulate towards the threshold per minute rate. All minutes billed during the billing period will receive the rate achieved via passing the highest volume threshold within that billing period.

2.3 Both intraLATA and interLATA minutes of use are accumulated towards the discounts described in sections 2.1 and 2.2.

2.4 Customers may combine their ACCESS long distance service with ACCESS special access at the T1 level capacity or greater. If the special access is purchased from ACCESS at tariff rates, each long distance call direct dialed originating and terminating in the continental United States shall be charged \$.09 per minute.*

*** Note: Comparable services, Flexible Digital Access and ISDN-PRI long distance, are also available in Sections 3.1.3.4 and 3.1.4.2.2 of ACCESS's Local Exchange Services Tariff, respectively. (N)**

[International rates deleted; contained in FCC tariff] (D)

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C. MESSAGE TOLL SERVICES (Cont'd)

2. TIMING OF MESSAGES

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

D. 800 AND 888 SERVICES

1. DEFINITION

800 and 888 Service

The terms 800 and 888 service refer to inbound long distance calls to the Customer for which the Customer has made arrangements with the carrier and agreed to be responsible for the cost of those calls.

2. DESCRIPTION OF CHARGERS AND RATE COMPONENTS

800 and 888 service is usage rated and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher increment.

- 2.1 The following per minute rates will be applied to all calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's 800/888 service.

	<u>Per Minute</u>	
Month-to-Month	\$0.11	(D)
1 year contract	\$0.11	
2 year contract	\$0.10	
3 year contract	\$0.09	

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D. 800/888 SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 The following per minute rates will be applied to all calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's local service in addition to ACCESS's long distance service prior to January 1, 1998. Customer 800 number must be directed to an ACCESS local line. For 800/888 service subscribed to after January 1, 1998, the rates in D.2.2.1 shall apply.

	<u>Per Minute</u>		
	<u>Month-to</u> <u>Month</u>	<u>1 year</u> <u>Contract</u>	<u>2 year</u> <u>Contract</u>
Message Toll Originating Service (0-999 minutes of use per month)	\$0.14	\$0.13	\$0.12
(if usage exceeds 999 but is less than 5,000 minutes of use per month, all minutes will receive discounted rate)	\$0.13	\$0.12	\$0.11
(if usage exceeds 5,000 but is less than 10,000 minutes of use per month, all minutes will receive discounted rate)	\$0.12	\$0.11	\$0.10
(if usage is 10,000 minutes of use or more per month, all minutes of use will receive an additional discounted rate)	\$0.11	\$0.10	\$0.09

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D. 800/888 SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 (Cont'd)

2.2.1 Terms and volume rates require a written contract between ACCESS and the Customer. The per minute rate to be applied to each Customer's usage under the term and volume contracts for ACCESS long distance will be determined by the overall length of the contract period agreed upon and the amount of usage accumulated during the monthly billing period. All minutes billed to the account during the billing period will accumulate towards the threshold per minute rate. All minutes billed during the billing period will receive the rate achieved via passing the highest volume threshold within that billing period.

2.3 Customers may combine their ACCESS Integrated Networks, Inc. 800/888 service with ACCESS Integrated Networks, Inc. special access at the T1 level capacity or greater. If the special access is purchased from ACCESS Integrated Networks, Inc. at tariff rates, each 800/888 call originating in the continental United States shall be charged \$.07 per minute. (D)

2.4 800 and 888 service for points beyond the continental United States may be provided on an individual Case Basis (ICB).

3. TIMING OF MESSAGES

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

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E. EMPLOYEE SERVICES

1. DEFINITION

Employees of ACCESS Integrated Networks, Inc. will be allowed to purchase long distance service from the Company at a discounted rate. Employees are defined as regular, full-time and do not include part-time, temporary or contractor. They must be employed by ACCESS Integrated Networks, Inc. or any entity in which ACCESS Integrated Networks, Inc. or its successor has a controlling interest. Employees are eligible to purchase ACCESS long distance at a discount immediately upon their first day of employment. The employee discount on ACCESS Integrated Networks, Inc.'s long distance shall cease upon the employee's terminating their status as a full-time, regular employee.

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS

ACCESS Employee service is the same grade of service as provided to all other customers and the description of charges and rate components described in Section C.2.-Message Toll Services - Description of Charges and Rate Components applies.

2.1 ACCESS employees will be charged \$.10 on a per minute basis to all calls originating and terminating in the continental United States.

2.2 ACCESS employees will be charged the tariff rates per Section C.2.5 - Message Toll Services - Description of Charges and Rate Components for all direct dialed calls originating by the employee and terminating in Alaska, Hawaii, U.S. Virgin Islands, and Puerto Rico.

3. TIMING OF MESSAGES

The timing of messages will be determined as per Section C.3 - Message Toll Services - Timing of Messages.

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F. CALLING CARD SERVICES

1. DEFINITION (N)

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place telephone calls and to have the charges for such calls billed to the Customer's account. (N)

The Company Calling Card Service is provided to Customers for use when away from their established service locations. The Company will issue to Customer's Company Calling Cards that will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the 800 access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e. 800-NXX-XXXX) and then entering a 10 digit account number plus four digit personal identification number (PIN) and the called telephone number. (N)

ACCESS Calling Card Service is usage sensitive and billed in six (6) second increments with an initial billing period of 30 seconds. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless otherwise specified in this tariff, the duration of each call for bill purposes will be rounded off to the nearest higher increment. (N)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (N)

The rate of \$0.23 per minute will be applied to all calling card calls originating and terminating within Tennessee. (N)

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3. Service Descriptions (Cont'd)

3.2 Touch-Tone Calling Service (Cont'd)

3.2.6 Flexible Call Forwarding (Cont'd)

D. Rates and Charges - Individual Features

1.	Residence	Monthly Rate	USOC
(a)	Flexible Call Forwarding	\$5.00	FCS
(b)	Flexible Call Forwarding with Audio Calling Name	\$7.00	FCSCN
(c)	Flexible Call Forwarding - Plus	\$7.00	FCP
(d)	Flexible Call Forwarding - Plus with Audio Calling Name	\$9.00	FCPCN
2.	Business		
(a)	Flexible Call Forwarding	\$9.00	FCS
(b)	Flexible Call Forwarding with Audio Calling Name	\$11.00	FCSCN

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service

3.3.1 General

- A. Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a Remote Call Forwarding telephone number in one exchange (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station). This service is only available where the call forwarding location is served by an electronic central office and is offered subject to availability of suitable facilities. Where the call forwarding location is in a multi-office exchange, the Company will determine the serving central office.
- B. One listing in the Directory covering the exchange in which the call forwarding number is located is provided without additional charge per Remote Call Forwarding Service or group of such services.
- C. Remote Call Forwarding Service is provided on the condition that the customer subscribe to a sufficient number of Call Forwarding Service features and remote terminating facilities to adequately handle calls to the call forwarding customer without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.1 General (Cont'd)

- D. Remote Call Forwarding Service provides for handling only one call at a time. An additional service feature is required for each additional coincident call to be handled.
- E. Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs.

Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction. The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of an RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs. Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded-to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.1 General (Cont'd)

- F. RCF service is not offered where the terminating number is a coin telephone.
- G. A list of calls will be furnished the Remote Call Forwarding Service customer itemizing each toll call completed. The telephone number of the calling or originating station is not provided on this list.
- H. Where a business directory listing is provided for the RCF number, calls will not be forwarded to a Company-provided telephone service for which residential rates apply.
- I. The Company does not guarantee identification of the originating telephone number to the RCF customer.
- J. Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.
- K. Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service or the number of access paths, the Company reserves the right to modify the RCF service to the extent necessary to eliminate the other subscriber's complaint. The RCF subscriber shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.

3.3.2 Minimum Contract Period

The minimum contract period for this service is one month.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.3 Rates and Charges

The following charges are for the Remote Call Forwarding feature only and are in addition to applicable charges for any service and equipment with which it is used.

Where customers have fifteen or more unique RCF features on a billing account, a credit of twenty-five percent (25%) will be applied per billing cycle to the monthly rate for each such unique service feature, including the first fifteen. For purposes of qualifying for such credit, a unique feature is defined by calling scope, jurisdiction and business/residence classification: e.g., Residence, Intrastate, IntraLATA; or, Business, Measured Local. Additional features (Calling Paths) also qualify as a unique feature. Unique features may not be combined to qualify for this credit; e.g., local features may not be combined with toll features.

A. Remote Call Forwarding Service

- | | | | | |
|-----|---|---------------------|---------------|------|
| 1. | Per initial feature arranged and one access path for either interexchange, intraexchange, or local calling area, per service request. | Installation Charge | Monthly Rate | USOC |
| (a) | Each | \$12.50 | \$16.00 RCF++ | |
| 2. | Per additional, feature, on same service request | | | |
| (a) | Each | \$- | \$16.00 RCA | |
| 3. | Per first additional feature on subsequent service request | | | |
| (a) | Each | \$12.50 | \$16.00 RCA | |

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.3 Rates and Charges (Cont'd)

B. Message Charges

The message charges applicable to remotely forwarded calls shall be comprised of two separate charges:

1. A charge for that portion of the call from the originating station to the call forwarding location, and
2. A charge for that portion of the call from the call forwarding location to the terminating station.

The respective charge for each such portion shall be as follows:

- a. Between the originating station and a call forwarding location.
The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.

- b. Between the call forwarding location and the terminating station.
The Remote Call Forwarding customer is responsible for the applicable toll charges. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.
Where Remote Call Forwarding is utilized for forwarding of calls within the local calling area, the measured service rates effective for that local calling area are applicable for each call answered at the terminating station line.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.3 Rates and Charges (Cont'd)

C. Individual Features

1. Residence

		Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	<u>USOC</u>
(a)	Call Return (1), per line	\$-	\$4.00	NSS
(b)	Call Return (2), per activation	.75	-	NA
(c)	Call Return (2,3), denial of per activation	-	-	BCR
(d)	Repeat Dialing (1), per line	-	4.00	NSQ
(e)	Repeat Dialing (2), per activation	.75	-	NA
(f)	Repeat Dialing (2,3), denial of per activation	-	-	BRD
(g)	Busy Connect (4), per activation	.75	-	NA
		Monthly <u>Rate</u>	<u>USOC</u>	
(h)	Call Selector (per line)	\$3.00	NSK	
(i)	Preferred Call Forwarding (per line)	3.00	NCE	
(j)	Call Block (per line)	4.00	NSY	
(k)	Call Tracing (per line)	4.00	NST	
(l)	Caller ID-Basic (Number delivery) (per line)	6.00	NSD	
(m)	(DELETED)			
(n)	Caller ID-Deluxe (without ACR) (per line for Multi-Line Hunt Group arrangements)	7.50	NXMMN	
(o)	Caller ID-Deluxe (with ACR) (per line)	7.50	NXMCR	
(p)	Anonymous Call Rejection (per line)	3.00	HBV	
(q)	Calling Number Delivery Blocking - Permanent (1,2) Per Line (Agency)	\$-	NOB	
(r)	Calling Number Delivery Blocking - Permanent (1,2) Per line (Non-Published Listing Customer)	-	NOBNP	

Note 1: Due to technological limitations, in some locations Call Return and Repeat Dialing cannot be ordered separately.

Note 2: These features are available to the following customers where facilities permit; single line residence, multi-line residence, and PBX trunks.

Note 3: Neither Denial of Call Return per Activation or Denial of Repeat Dialing per Activation should be included in the determination of appropriate discounts when ordered in combination with other TouchStar Service features.

Note 4: Denial of per activation Busy Connect can be obtained using the Repeat Dialing denial of per activation USOC BRD.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.3 Rates and Charges (Cont'd)

D. Individual Features

1. Business

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	<u>USOC</u>
(a) Call Return (1), per line	\$-	\$4.50	NSS
(b) Call Return (2), per activation	.75	-	NA
(c) Call Return (2,3), denial of per activation	-	-	BCR
(d) Repeat Dialing (1), per line	-	4.50	NSQ
(e) Repeat Dialing (2), per activation	.75	-	NA
(f) Repeat Dialing (2), denial of per activation	-	-	BRD
(g) Busy Connect (4), per activation	.75	-	NA

Note 1: Due to technological limitations, in some locations Call Return and Repeat Dialing cannot be ordered separately.

Note 2: These features are available to the following customers where facilities permit: single line business, multi-line business and PBX trunks.

Note 3: Neither Calling Number Delivery Blocking - Permanent, Denial of Call Return per Activation or Denial of Repeat Dialing per Activation should be included in the determination of appropriate discounts when ordered in combination with other TouchStar service features.

Note 4: Denial of per activation Busy Connect can be obtained using the Repeat Dialing denial of per activation USOC BRD.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.3 Rates and Charges (Cont'd)

D. Individual Features

1. Business

	Monthly <u>Rate</u>	<u>USOC</u>
(h) Call Selector (per line)	\$3.50	NSK
(i) Preferred Call Forwarding (per line)	3.50	NCE
(j) Call Block (per line)	4.50	NSY
(k) Call Tracing (per line)	5.00	NST
(l) Caller ID - Basic (Number delivery) (per line)	7.50	NSD
(m) Caller ID - Deluxe (without ACR) (per line for Multi-Line Hunt Group arrangements)	9.99	NXMMN
(n) Caller ID - Deluxe (with ACR) (per line)	9.99	NXMCR
(o) Enhanced Caller ID (with ACR) (per line)	15.99	NXECR
(p) Enhanced Caller ID with Call Management (with ACR)	16.95	NIACR
(q) Enhanced Caller ID with Call Management (with ACR and Call Forwarding Don't Answer) (1)	16.95	NCACR
(r) Anonymous Call Rejection (per line)	3.50	HBY
(s) Calling Number Delivery Blocking - Permanent (2,3), Per line (Agency)	-	NOB
(t) Calling Number Delivery Blocking - Permanent (2,3), Per line (Non-Published Listing Customers)	-	NOBNP

Note 1: Call Forwarding Don't Answer (CFDA) must be ordered separate from this offering. Rates and regulations for CFDA are included in this tariff.

Note 2: Neither Calling Number Delivery Blocking - Permanent, Denial of Call Return per Activation or Denial of Repeat Dialing per Activation should be included in the determination of appropriate discounts when ordered in combination with other TouchStar service features.

Note 3: Calling Number Delivery Blocking - Permanent is available at no charge (recurring or non recurring) to special agencies and subscribers of Non Published Listing Service as defined in this Tariff.

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3. Service Descriptions (Cont'd)

3.3 Remote Call Forwarding Service (Cont'd)

3.3.3 Rates and Charges (Cont'd)

E. Per Subscription

1. Business PBX or MLHG

a. Call Tracking-Bulk Calling Line Identification
(BCLID)

(1) Per Line/Trunk Arrangement(1)

		Nonrecurring	
		<u>Charge</u>	<u>USOC</u>
(a)	Per DID arrangement	\$500.00	NXB
(b)	Per Non-DID arrangement	\$500.00	NXX

(2) Per Calling Number-Delivered Monthly
Usage Charge

Quantity of Calls

		Charge	
		<u>Per Call</u>	<u>USOC</u>
(a)	First 50,000	\$.03	NA
(b)	50,001 - 400,000	\$.02	NA
(c)	Over 400,000	\$.01	NA

Note 1: The rate includes a data set located in the central office. A Type 2463 four-wire local channel is required and should be ordered from the Private Line Services Tariff, Section B3.

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3. Service Descriptions (Cont'd)

3.4 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within the state of Tennessee at no charge by calling the Directory Assistance operator.

Each Call	\$0.85
Directory Assistance Call Completion - Each Call	\$0.30

3.5 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.5.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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3. Service Descriptions (Cont'd)

3.5 Operator Assistance (Cont'd)

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

3.5.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis.

Calling Card	\$0.75
Third Number Billing	\$2.20
Collect Calling	\$2.20
Person to Person	\$4.85
Station to Station	\$1.10
General Assistance	N/C

3.5.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.5.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.5.2.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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3. Service Descriptions (Cont'd)

3.5 Operator Assistance (Cont'd)

3.5.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

3.5.2.3.1 The operator verifies that the line is busy with a call in progress.

3.5.2.3.2 The operator verifies that the line is available for incoming calls.

3.5.2.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$6.45
Busy Line Interrupt	\$6.45

3.6 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

3.6.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

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3. Service Descriptions (Cont'd)

3.6 Directory Listings (Cont'd)

- 3.6.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.6.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.6.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.6.5 Directory listings are provided in connection with each Customer service as specified herein.
- 3.6.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

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3. Service Descriptions (Cont'd)

3.6 Directory Listings (Cont'd)

3.6.5 (Cont'd)

3.6.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.6.5.8 and 3.6.5.9.

3.6.5.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are specified in Sections 3.6.5.8 and 3.6.5.9.

3.6.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.

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3. Service Descriptions (Cont'd)

3.6 Directory Listings (Cont'd)

3.6.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.6.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified in Section 3.6.5.8 and 3.6.5.9

3.6.5.8 Non-Recurring Charges: There will be no Non-Recurring charges if requested as a part of the order initiating service. After the initial service order the following charges will apply:

	Per Listing or <u>Per Number Charge</u>
Primary Listing	N/C
Additional Listing	\$15.00
Reference Listing	\$15.00
Non-Listed Number	\$15.00
Non-Published Number	\$15.00

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3. Service Descriptions (Cont'd)

3.6 Directory Listings (Cont'd)

3.6.5.9 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

Per Listing or		
<u>Per Number Charge</u>	<u>Business</u>	<u>Residence</u>
Primary Listing	N/C	N/C
Additional Listing	\$1.20	0.95
Reference Listing	\$1.20	0.95
Non-Listed Number	\$1.50	1.50
Non-Published Number	\$2.75	2.75

- 3.7 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). E911 charges are assessed on each access line. (T)

- 3.8 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.

	<u>Non-Recurring</u>
Per Vanity Number	\$20.00

W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

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3. Service Descriptions (Cont'd)

- 3.9 Telecommunications Relay Service (TRS): The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the State. The service permits telephone communications between individual with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Tennessee, Inc.

Bell South serves as administrator of the funding mechanism and each telecommunications provider is assessed based upon gross revenues.

The following calls may not be placed through the Tennessee Relay Center:

- a. Calls to 700 numbers;
- b. Calls to time or weather recorded messages;
- c. Calls to other information recordings; and
- d. Operator handled conference service and other teleconference calls.

3.10 Link Up America

- 3.10.1 General: Link Up Tennessee is offered in all exchanges to provide subsidized assistance to qualifying applicants. It is intended to preserve and promote subscribership among low income households by providing a credit to the installation and service charges applicable to the provisioning of residence service.

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3. Service Descriptions (Cont'd)

3.10 Link Up America (Cont'd)

3.10.2 Regulations:

1. Persons wishing to qualify for the credit must meet state certification criteria for eligibility. This credit is available only to residence customer, and will be applied to the non-recurring charges for the establishment of service for a single telephone line per household at the principal place of residence.
2. The subscriber must not be a dependent for federal income tax purposes, unless the subscriber is more than 60 years of age.
3. The subscriber must meet the requirements of a state established income test.

3.10.3 Rates and Charges:

A non-recurring credit in the amount of one-half (maximum of \$30.00) of the installation and connection charges will be applied to the subscribers total non-recurring installation and connection charge.

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3. Service Descriptions (Cont'd)

3.11 Lifeline Assistance Program:

3.11.1 General: The Lifeline Assistance Program adopted by the Tennessee Regulatory Authority provides for a federal credit equal to 100 percent of the Interstate Subscriber Line Charge or its equivalent value plus an equivalent state provided subsidy. The program is available only in conjunction with residence Individual Line Message Rate Service. The federal and state credits are applied to the local service bills for qualified residential recipients of Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), Food Stamps, or Medicaid.

3.11.2 Applications and Regulations: Guidelines for implementation of this program are as follows:

Certification Procedures: All applications for this service will be verified with the state agency responsible for administration of the programs mentioned preceding.

Processing Procedures: The Company will process all applications and apply the appropriate credit on the subscriber's monthly bill. A secondary service charge is not applicable for existing customers subscribing to Lifeline.

Verification Procedures: The Company will reconcile and confirm eligibility semi-annually by providing the agency involved with a computer tape (directly or through a third party) of all credit recipients. A verification of eligible recipients will be made. The credit will be discontinued on the bill following written notification to the subscriber of ineligibility. The ineligible subscriber's service will be converted to flat rate, unless otherwise requested by the customer.

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3. Service Descriptions (Cont'd)

3.11 Lifeline Assistance Program (Cont'd)

3.11.3 Rates and Charges: To participate in the Lifeline Assistance Program, qualified residential customers will be required to subscribe to Basic Access Service as defined in 3.1.2.1(a) of this Tariff.

a. Lifeline Residence Individual Line Service - Credit:

	Monthly Rate
1) Federal Lifeline Credit	\$3.50
2) State Lifeline Credit	\$3.50

4. Promotional Offerings

4.1 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotions will be filed with the Tennessee Regulatory Authority for approval on one day's notice.

4.2 Trial Service Offering: In the normal course of business, the Company, at its, discretion may elect to offer certain services to Customer on a "trial basis". These trial offerings do not obligate the Company to continue the trial beyond a stated period or to offer said service as general tariffed offering in the future.

5. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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6. ACCESS Centrex

ACCESS Centrex service provides the customer with a single, voice-grade communications channel. Each circuit will include a telephone number. ACCESS Centrex will be provided to customers with 20 or more Centrex stations.

The customer's system will be comprised of Centrex Trunks, Centrex Stations, and Centrex Optional Features which will be priced individually.

ACCESS Centrex will be furnished subject to the availability of facilities and features.

A standard directory listing will be furnished with each Centrex Station.

ACCESS Centrex service must be purchased for a minimum period of 12 months.

6.1 Each ACCESS Centrex station includes the following standard features:

- Call Forwarding - Variable, Busy, No Answer
- Call Hold
- Call Park
- Call Pickup
- Call Transfer
- Call Waiting
- Call Waiting - Cancel
- Six-Way Conferencing
- Direct Inward Dialing, Direct Outward Dialing
- Hunting
- Four Digit Calling
- Speed Calling
- Caller ID with Name
- Caller ID Blocking (per call and/or per line)
- Hot Line
- Service Restrictions (900/976, Internal Only, Deny Toll, Deny International, LIDB Restrictions)

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6. ACCESS Centrex (Cont'd)

6.2 In addition to the ACCESS Centrex standard features listed above, the customer may order the following ACCESS Centrex optional features:

Account Codes and Authorization Codes

Remote Access to Call Forwarding

Distinctive Ringing

Multiple Appearance Directory Numbers

Uniform Call Distribution

6.3 ACCESS Centrex Rates and Charges

6.3.1 Non-Recurring Charges - ACCESS Centrex
Per system installed (50 or less stations) \$500.00

ACCESS Centrex installations for systems with greater than 50 stations may be charged additional installation fees on an individual case basis.

6.3.2 Recurring Charges - ACCESS Centrex

Centrex Trunk (20 to 50 station system) \$50.00

Centrex Trunk (greater than 50 stations) \$48.00

Centrex Station (20 to 50 station system) \$21.00

Centrex Station (greater than 50 stations) \$18.00

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6. ACCESS Centrex (Cont'd)

6.3 ACCESS Centrex Rates and Charges (Cont'd)

6.3.3 Non-recurring Charges - ACCESS Centrex optional features

Account Codes and Authorization Codes (per station)	\$ 5.00
Remote Access-Call Forwarding (per station)	\$ 5.00
Distinctive Ringing (per station)	\$ 5.00
Multiple Appearance Directory Numbers (per listing)	\$ 5.00
Uniform Cal Distribution (per station)	\$15.00

6.3.4 Recurring Charges - ACCESS Centrex Optional Features

Account Codes and Authorization Codes (per station)	\$ 5.00
Remote Access-Call Forwarding (per station)	\$ 5.00
Distinctive Ringing (per station)	\$ 5.00
Multiple Appearance Directory Numbers (per listing)	\$ 1.00
Uniform Call Distribution (per station)	\$15.00

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ACCESS INTEGRATED NETWORKS, INC.

REGULATIONS, DESCRIPTIONS, AND RATES
APPLICABLE TO FURNISHING COMPETITIVE INTRASTATE ACCESS SERVICE
WITHIN THE STATE OF TENNESSEE

This tariff is on file with the Tennessee Regulatory Authority
Commission and Copies may be inspected during normal
business hours at the Company's principal place of business
at 121 North Crest Boulevard, Macon, GA 31201

W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate switched and special access within the State of Tennessee by ACCESS Integrated Networks, Inc. hereinafter referred to as (the "Company").

W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF.

Revisions of this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

- (C) To signify a "Change" in regulation.
- (D) To signify a rate "Decrease".
- (I) To signify a rate "Increase".
- (M) To signify a move in location of the text.
- (N) To signify a new rate or regulation.
- (R) To signify a rate "Reduction".
- (T) To signify a change in text or regulation but no change in rates.

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APPLICATION OF TARIFF

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1. DEFINITIONS:

Access: A connection between a Customer Premises and a Point of Presence of an Interchange Company for the transmission of voice, data or video/image information.

Advance Payment: Part of all of a payment required before the start of service.

Bit: The smallest unit of a payment required before the start of service.

Company: ACCESS Integrated Networks, Inc. the issuer of this tariff, which is a Georgia corporation.

Customer: The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basic (ICB): Denotes service provided and performed by the Company involving special engineering, design, programming, development, or production activities to provide services not otherwise provided under this tariff. Rates and charges are developed based on the specific circumstances of the case.

IntraLATA Service: Service which originates within the same Local Access Transport Area (LATA).

InterLATA Service: Service which originates within one Local Access Area Transport Area (LATA) and terminates in a different LATA.

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1. DEFINITIONS: (Cont'd)

Local Access: Local Access means the connection between a Customer premises and Company Point of Presence.

Mpbs: Megabits per second.

Network: The company's digital fiber optics-based network.

Network Services: The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

PIU: Percent Interstate Usage.

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad right-of-way, etc.) not separated by a highway.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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1. DEFINITIONS: (Cont'd)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facilities is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service calculated from the Service Commencement Date.

Service: The Company's telecommunications access service offered on the Company's network.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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2. REGULATIONS

2.1 Undertaking of the Company

Access Services consist of furnishing communications service in connection with one way and/or two-way information transmission between points within Tennessee, under the terms of this tariff.

2.1.1 Shortage of Equipment or Facilities

2.1.1.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.1.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.1.3 The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions

2.1.2.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the services ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.2.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.2.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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3. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.5 Service may be terminated upon written notice to the customer if:

- (a) the Customer is using the service in violation of this tariff,
or
- (b) the Customer is using the service in violation of the law.

2.1.2.6 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

2.1.2.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agent. Failure to do so will void company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.2.8 below.

2.1.2.8 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company

2.1.3.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowance for interruption as set forth in 2.6.

2.1.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other local governments having or claiming.

Jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.3.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities. Agreement acknowledging acceptance of the Provisions of this section as a condition precedent to such installations.

2.1.3.5 The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other reaction, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an

2.1.3.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.7 Notwithstanding the Customer's obligations as set forth in Section 2.3.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.3.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.10 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.3.11 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licences, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.14 The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein.

2.1.3.15 With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

2.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provisions of Equipment and Facilities

2.1.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.5.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities equipment installed by the Company, except upon the written consent of the Company.

2.4.5.3 The Company may substitute, change or rearrange any equipment or facilities at any time and from time to time, but shall not hereby alter the technical parameters of the service provided the Customer.

2.4.5.4 Equipment the Company provides or installs at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provisions of Equipment and Facilities (Cont'd)

2.4.5.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.4.5.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment.

2.4.5.7 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with access services, or the company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on costs of the actual labor, material, or other-costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

2.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is not other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quality greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available; involving abnormal costs; or in advance of its normal construction.

Special construction charges will be determined as described on 4.1 following.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provisions of Equipment and Facilities

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with tariff remains with the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, license, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and TRA regulations, policies, orders and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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1. REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- a. the payment of all applicable charges pursuant to this tariff;
- b. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- c. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- d. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 The Customer shall be responsible for: (Cont'd)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed any liens or other encumbrances on Company equipment or facilities.

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5. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or refuting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

2.3.3.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

2.3.3.1.1 For Feature Group D Switched Access Service(s), as defined in Section 5.2.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

2.3.3.1.2 For Feature Group D with 950 Access, as defined in Section 5.5.3.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting (Cont'd)

2.3.3.1 Originating Access: (Cont'd)

2.3.3.1.3 For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

2.3.3.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.3.3.2 Terminating Access: For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.3.3.3 Except where the Company measured access minutes are used as set forth in 2.3.3.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be EFFECTIVE: June 1, 1999 on the next bill date.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting (Cont'd)

2.3.3.4 Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of such month, a revised report showing the interstate and intrastate percentage of use of the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

2.3.3.5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting (Cont'd)

2.3.3.5 Jurisdictional Reports Verification: (Cont'd)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will ask the Customer to provide the data the Customer used to determine the certified interstate percentage. The Customer shall supply the data within 30 days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of the percentages.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting (Cont'd)

2.3.3.6 Determination of Jurisdiction of Mixed Use Special Access

Service: When an ASR is submitted for interstate and intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the interstate traffic will comprise more than 10 percent or less than 10 percent of total traffic. For existing services, the Customer is required to certify the jurisdiction of its service.

- (a) If the Customer estimates that the interstate traffic on the service involved constitutes 10 percent or less of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this tariff.
- (b) If the Customer estimates that the interstate traffic on the service involved constitutes more than 10 percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of ACCESS Integrated Networks, Inc.'s Access Service Tariff, F.C.C. No. 1.

2.4 Customer Equipment and Channels

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment

Facilities and equipment to Company-owned facilities and equipment.

2.4.2.1 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of other, including Channel Service Units ("CSU") shall be provided at the Customer's expenses.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

2.4.3.2 Access Services may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

2.4.4 Inspection and Testing

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided equipment.

2.4.4.2 If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action and notify the Company of the action taken, if the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. The Company will charge for the Tennessee gross receipts tax on the Company's invoice for Local Access Services. Any taxes imposed by local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If any entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.¹ This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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¹Pending the conclusion of any challenge to the jurisdiction's right to impose a gross receipts tax the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding business cycle.

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the due date, multiplied by a late factor of 1.25%.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

The Company will handle the ordering, rating and billing of Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

- a. The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- b. In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- c. Separate bills will be rendered by the Exchange Carrier for FGD access service.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- a. Rating and Billing of Service: Each Company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:
 - (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
 - (a) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises and vice versa.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interest, the Company may require a Customer to make aq deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for a service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits (Cont'd)

2.4.5.5 Deposits held will accrue interest at the fixed rate specified by the Tennessee Public Service Commission.

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amount owing the Company, the Company may, by giving ten day's prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.5.4 Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.5.7 When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for non-payment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.7 (Cont'd) Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provision, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

2.5.5.8 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.5.5.8.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.5.8.1(a-f), if

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.1 above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- (f) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 2.5.5.8.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;
 - 2.5.5.8.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.1, above; or
 - 2.5.5.8.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges other levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

2.5.6.4 The special charges described in 2.5.6.2 and 2.5.6.3 will be calculated and applied on a case-by-case-basis.

2.5.7 Changes in Service Requested

2.5.7.1 If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer reports a service, facilities or circuit to be interrupted and release it for testing and repair. An interruption period ends when the service, facility or circuit is inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 hours or less: <u>Length of</u>	<u>Interruption Credit Period to be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.3.1 (Cont'd)

Interruptions of 24 hours or less:	Interruption Credit
<u>Length of</u>	<u>Period to be Credited</u>
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff, by the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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1. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within 1) all Non-Recurring charges reasonable expend by Company to establish service to incurred and paid to third parties by Company on behalf of Customer, plus 2) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

The terms and conditions specified in Section 2.3.2 will apply for cancellation of an access service request

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2. REGULATIONS (Cont'd)

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service order an address to which the Company shall mail all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

3.1 General: This section sets forth the regulations and other related charges for Access Service Requests (ASR) for Switched and Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions: All services offered under this tariff will be ordered using ASR. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address(s);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.1 General: (Cont'd)

3.1.2 Provision of Other Services: Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 6.3.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply.

3.2 Access Order: An ASR is required by the Company to provide a Customer both Switched and Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5.2.3.1.1 and 5.2.3.1.2, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

3.2.1 Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.1 Access Service Date Intervals: (Cont'd)

3.2.1.1 Standard Interval: The Standard Interval for Switched and Special Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

3.2.1.2 Negotiated Interval: The Company will negotiate a Service Date Interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company; or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.2 Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

3.2.2.1 Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changes, but the new service date may not exceed the Original Page Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the Original Page requested Service Commencement Date.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.2 Access Service Request Modifications: (Cont'd)

3.2.2.1 Service Commencement Date Changes: (Cont'd)

If the Customer requested service date is more than 30 calendar days after the Original Page service date, the order will be canceled by the Company on the 31st day.

Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 6.3.6.2.

3.2.2.2 Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the Original Page ASR with appropriate cancellation charges applied.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.2 Access Service Request Modifications: (Cont'd)

3.2.2.2 Design Change Charge: (Cont'd)

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 6.3.3.2, are in addition to any Service Date Change Charges that may apply.

3.2.2.3 Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedited Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.2 Access Service Request Modifications: (Cont'd)

3.2.2.3 Expedited Order Charge: (Cont'd)

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the Original Page Expedite Request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 6.3.2.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.3 Cancellation of an Access Service Request: A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 6.3.6.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.3 Cancellation of an Access Service Request: (Cont'd)

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

3.2.4 Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

3.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DS1 or DS3);
- (5) A change in Switched Access Service Traffic Type;
- (6) A change in type of Special Access Service Channel Termination;
- (7) A change from 2-point to multipoint Special Access Service.

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3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE(Cont'd)

3.2 Access Order: (Cont'd)

3.2.4 Minimum Period of Service: (Cont'd)

3.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

4. SPECIAL ACCESS

4.1 General

Network Services consist of any of the services offered thereunder, either individually or in combination. Each service is offered independently of all others.

4.2 Transmission Service

4.2.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

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4. SPECIAL ACCESS (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps	(DS-0)
56 Kbps	(DS-OD)
19.2 Kbps	
9.6 Kbps	
4.8 Kbps	
2.4 Kbps	
1.544 Mbps	(DS-1)
44.736 Mbps	(DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB). The rates for the operating speeds outlined above are described in Section 4.2.

4.2.3 Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment's interfacing to such channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar Alternate Mark Inversion (AMI)
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms +/- 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms Jitter to a DS-1 signal when looped at the DS-3 point.

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4. SPECIAL ACCESS (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.4 Digital channels furnished by the Company at 44.736 Mbps, interconnection to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm

Line Code: Bipolar with three zero substitution (B3ZS).

Line Impedance: 75 ohms +/- 5% unbalanced

5. SWITCHED ACCESS SERVICE

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to an End User's Premises.

Rates and charges are set forth in Section 6.3. The application of rates for Switched Access Service is described in Section 6.3.4.

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1. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

5.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is pre-subscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for pre-subscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), 0+ CC + NN or 011 + CC + NN.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.1 Feature Group D (FGD) Access (Cont'd)

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 9500-XXXX Access Code specific to a particular Interchange Carrier, provided that the Interchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is pre-subscribed to that Interexchange Carrier, no Access Code is necessary.

5.2.2 Manner of Provision

Trunks used for Switching Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect
- C. 800 Data Base Access Service
- D. Optional Features

5.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

5.2.3.1.1 Direct Connect: The Company will provide Direct Connect, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.3 Rate Categories (Cont'd)

5.2.3.1.1 Direct Connect: (Cont'd)

This Direct connect rate category is comprised of a monthly Entrance Facilities charge and a per minute use End Office switching charge as specified in 6.3.4.1.

5.2.3.1.2 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

5.2.3.1.3 800 Database Access Service

800 Database Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 800+NXX+XXXX call originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the 800 number to determine the Customer location to which the call is routed.

The 800 Database charge, which consists of a single, fixed rate element, applies on a per query basis.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.3 Rate Categories (Cont'd)

5.2.3.1.4 Switched Access Service Optional Features

5.2.3.1.4.1 Nonchargeable Optional Features: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, in association with Switched Access Service.

(a) Supervisory Signaling

5.2.3.1.4.2 Chargeable Optional Features: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

(a) 800 Database Access Service Query

(b) Signaling Transfer Point Access

5.2.3.1.4.3 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.1.

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1. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.3 Rate Categories (Cont'd)

5.2.3.4.1.3 Feature Group D Optional Features (Cont'd)

5.2.3.4.1.3.1 Common Switching Optional Features: At the Customer's option, the following standard features are available at the rates specified in Section 7.4.7.1:

- (a) Alternate Traffic Routing
- (b) Automatic Number Identification (ANI)
- (c) Cut-Through
- (d) Service Class Routing
- (e) Feature Group D with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

5.2.4 Billing Validation Service:

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.4 Billing Validation Service: (Cont'd)

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

5.2.5 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

5.2.6 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-noticed noise, C-message noise, 3-ton slope, d.c. continuity and operational signaling.

5.2.7 Ordering Options and Conditions:

Access Service is ordered under the Access Order Provisions set forth in Section 3.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.8 Competitive Pricing Arrangements:

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport - Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts. The competitive pricing arrangement contracts, once executed, will be filed with the Public Service Commission under proprietary agreement.

5.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

5.3.1 Network Management

The Company will administer its Network to insure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked service as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.3 Obligations of Company (Cont'd)

5.3.1 Network Management (Cont'd)

In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in 2.6.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide pre-subscribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.5.5 and/or damages under Section 2.1.4.

5.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the customer has certain specific obligations pertaining to the use of Switched Access Service as follows:

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.4 Obligations of the Customer (Cont'd)

5.4.1 Report Requirements:

When a Customer orders Switched Access Service for other interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.3.3 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

5.4.2 Supervisory Signaling:

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

5.4.3 Design of Switched Access Services:

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

5.5 Switched Access Optional Features:

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

5.5.1 Nonchargeable Optional Feature

- (a) Supervisory Signaling: where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capacity, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

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1. SWITCHED ACCESS SERVICE (Cont'd)

5.5 Switched Access Optional Features: (Cont'd)

5.5.2 Chargeable Optional Features

1. 800 Database Access Service: The Customer will be charged a per query based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Database Access Service.
2. Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging, routing, and screening. If a Customer is connected to a third party SS7 service provider, an additional charge, as specified in Section 7.4.5.2 will apply.

5.5.3 Feature Group D Optional Features

5.5.3.1 Common Switching Optional Features

- (a) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premises. The Customer shall specify the last Trunk CCS desired for the high use group.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.5.3 Feature Group D Optional Features (Cont'd)

5.5.3.1 Common Switching Optional Features (Cont'd)

- (b) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a Trunk group routed directly between a Local Switching Center and a Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Number Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

- (c) Cut Through: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits on these calls.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.5.3 Feature Group D Optional Features (Cont'd)

5.5.3.1 Common Switching Optional Features (Cont'd)

- (d) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes pre Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- (e) Feature Group D with 950 Access: This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (f) Signaling System Seven (SS7): This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.5.3 Feature Group D Optional Features (Cont'd)

5.5.3.1 Common Switching Optional Features (Cont'd)

- (g) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- (h) Called Directory Number Delivery: This option provides the customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission and MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.
- (i) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (ii) digits that are associate with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available:
Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and Access for Private Virtual Networks.

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5. RATES AND CHARGES

6.1 Special Construction

6.1.1 Basis for Rates and Charges

Rates and Charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination charges; or (4) a combination thereof.

6.1.2 Basis for Cost Computation

The cost referred to in 6.1.1 may include one or more of the following items to the extent that they are applicable.

- (a) cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectable revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;

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6. RATES AND CHARGES (Cont'd)

6.1 Special Construction (Cont'd)

6.1.2 Basis for Cost Computation (Cont'd)

- (f) Tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

6.1.3.1 The termination liability period is the estimated service life of the facilities provided.

6.3.1.2 The amount of the maximum termination liability is equal to the estimated amounts for:

- (a) cost installed of the facilities provided including estimated costs for rearrangement of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights-of-way.

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6. RATES AND CHARGES (Cont'd)

6.1 Special Construction (Cont'd)

6.1.3 Termination Liability (Cont'd)

6.1.3.2 (Cont'd)

- (b) license preparation, processing and related fees;
- (c) tariff preparation, processing and related fees;
- (d) cost of removal and restoration, where appropriate; and
- (e) any other identifiable costs related to the specially constructed or rearranged facilities.

6.1.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation.

6.2 Special Access Service

6.2.1 General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

6.2.1.1 The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.

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6. RATES AND CHARGES (Cont'd)

6.2 Special Access Service (Cont'd)

6.2.1 General (Cont'd)

6.2.1.2 The channel mileage rate element is determined by the Vertical and Horizontal Coordinates ("V & H") method, as set forth in the National Exchange Company Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.

6.2.1.3 Optional Features for which charges are applied only include multiplexing.

6.2.2 Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels as described in 4.2.2 are as follows:

6.2.2.1 This service consists of making Voice Grade capacity available in a 24-hour per day, 7 days per week basis.

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2. RATES AND CHARGES (Cont'd)

6.2 Special Access Service (Cont'd)

6.2.2 Voice Grade Service (Cont'd)

6.2.2.2 Voice Grade Service Rates:

CHANNEL TERMINATION
PER POINT OF TERMINATION

- 2 wire voice/analog data
- 4 wire voice/analog data

RECURRING PER MONTH

\$35.00
\$35.00

CHANNEL TERMINATION
PER POINT OF TERMINATION

- 2 wire voice/analog data
- subsequent, same location
- 4 wire voice/analog data
- subsequent, same location

NON-RECURRING PER MONTH

\$300.00
\$175.00
\$300.00
\$175.00

In addition to Channel Termination Charges, Channel Mileage Charges (both recurring and non-recurring) may apply as determined on an individual case basis.

6.2.3 Digital Data Service: is provided at transmission rates of 2.4, 4.8, 9.6, 56 and 64 Kbps.

6.2.3.1 This service consists of making DS-0 capacity available on a 24-hour per day, 7 days per week basis.

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6. RATES AND CHARGES (Cont'd)

6.2 Special Access Service (Cont'd)

6.2.3.2 Digital Data Services

<u>CHANNEL TERMINATION PER POINT OF TERMINATION</u>	<u>NON-RECURRING PER MONTH</u>
2.4 Kbps	\$45.00
4.8 Kbps	\$45.00
9.6 Kbps	\$45.00
19.2 Kbps	\$45.00
56 Kbps	\$45.00
64 Kbps	\$45.00

In addition to Channel Termination Charges, Channel Mileage Charges (both recurring and non-recurring) may apply as determined on an individual case basis.

<u>CHANNEL TERMINATION PER POINT OF TERMINATION</u>	<u>NON-RECURRING PER MONTH</u>
2.4 Kbps	\$325.00
4.8 Kbps	\$325.00
9.6 Kbps	\$325.00
19.2 Kbps	\$325.00
56 Kbps	\$325.00
64 Kbps	\$325.00
Subsequent, same location	
2.4 Kbps	\$175.00
4.8 Kbps	\$175.00
9.6 Kbps	\$175.00
19.2 Kbps	\$175.00
56 Kbps	\$175.00
64 Kbps	\$175.00

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6. RATES AND CHARGES (Cont'd)

6.2 Special Access Service (Cont'd)

6.2.4 DS-1 Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video. ***Please see note below.**

6.2.4.1 This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

6.2.4.2 DS-1 Rates:

	<u>RECURRING PER MONTH</u>
<u>CHANNEL TERMINATION</u>	
Per point of termination	\$125.00
Subsequent, same location	\$125.00
<u>CHANNEL MILEAGE</u>	
- first mile	ICB
- each additional mile	ICB
<u>OPTIONAL FEATURES</u>	
- multiplexing, DS-1 to DS-0	ICB

	<u>RECURRING PER MONTH</u>
<u>CHANNEL TERMINATION</u>	
Per point of termination	\$375.00
<u>SUBSEQUENT, SAME LOCATIONS</u>	\$200.00
<u>OPTIONAL FEATURES</u>	
- multiplexing, DS-1 to DS-0	ICB

***NOTE:** DS-1 level access is also provided as an element of ACCESS's Flexible digital Access service, available in Section 3.1.3.1 of ACCESS's local exchange services tariff.

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6. RATES AND CHARGES (Cont'd)

6.2 Special Access Service (Cont'd)

6.2.5 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data Channels.

6.2.5.1 The service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

6.2.5.2 DS-3 Rates

	<u>RECURRING PER MONTH</u>
Channel Termination	
per point of termination	ICB
Subsequent, same location	ICB

Channel Mileage	
- 0 miles	ICB
- over 0 miles	ICB

Optional Features
- multiplexing, DS-3 to DS-1 ICB

	<u>NON-RECURRING CHARGES</u>
Channel Termination	
per point of termination	ICB
Subsequent, same location	ICB

Optional Features
- multiplexing, DS-3 to DS-1 ICB

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6. RATES AND CHARGES (Cont'd)

6.2 Special Access Service (Cont'd)

6.2.6 Service Calls

When a customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company's personnel are dispatched to the Customer's Premises until the work is completed.

6.2.6.1 Service Call Charge Rates

Per hour rate/per technician - \$95.00

6.2.7 Individual Case Basis Arrangements

The Company may, in response to a bona fide request from a potential customer or User, develop a bid for services offered in this Tariff, or a bid for a Special Service Arrangement not currently offered by the Company. Prices quoted in response to such requests may be different from those in effect in this Tariff. An Individual Case Basis arrangement will be offered to the subscriber for acceptance in writing. Such Individual Case Basis Arrangements will specify, among other things, the length of service, minimum volume of service required, and rate and charges for the proposed service.

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6. RATES AND CHARGES (Cont'd)

6.3 Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

Monthly Recurring Charges: are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

- (a) Installation of Service: Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

6.3.1 Application of Rates

6.3.1.1 Direct Connect: The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and the monthly usage charge. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS1 or DS3, and a per mile rate.

6.3.1.2 Tandem Connect: The Tandem Connect rate is assessed based on the monthly usage charges for End-Office switching and Tandem Switched Transport.

6.3.1.3 800 Number Translation Charge: The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

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6. RATES AND CHARGES (Cont'd)

6.3 Switched Access Service (Cont'd)

6.3.2 Billing of Access Minutes: When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct.

Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

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6. RATES AND CHARGES (Cont'd)

6.3 Switched Access Service (Cont'd)

6.3.2 Billing of Access Minutes: (Cont'd)

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

6.3.3 Rates and Charges

6.3.3.1 Service Implementation

A. Installation Charge (Per End)

<u>DS-1</u>	<u>DS-3</u>
\$375.00	ICB

6.3.3.2 Change Charges (Per Order)

	<u>Per Occurrence</u>
A. Service Date	\$ 0.00
B. Design Changes	\$ 0.00
C. Expedite Charge	\$215.00

6.3.3.3 Cancellation Charges (Per Order)

\$200.00

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6. RATES AND CHARGES (Cont'd)

6.3 Switched Access Service (Cont'd)

6.3.3 Rates and Charges (Cont'd)

6.3.3.4 Switched Access

6.3.3.4.1 Entrance Facility Charge:

Per DS1

The rates and charges for DS1 Entrance Facilities are the charges set forth for the Company's DS1 Special Access Service as specified in Section 6.2.4.2 of this tariff.

Per DS3

The rates and charges for DS3 Entrance Facilities are the charges set forth for the Company's DS3 Special Access Service as specified in Section 6.2.4.2 of this tariff.

6.3.3.4.2 End Office Switching Charge:

Traffic Volume (MIOUs)	Per Access Minutes of <u>Originating Use</u>	Per Access Minutes of <u>Terminating Use</u>
No Minimum	\$0.028780	\$0.028780 (I)

6.3.3.4.3 Tandem Switched Transport Charge:

Per Access Minute of <u>Originating Use</u>	Per Access Minute of <u>Terminating Use</u>
\$0.005697	\$0.005697 (I)

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6. RATES AND CHARGES (Cont'd)

6.3 Switched Access Service (Cont'd)

6.3.3 Rates and Charges (Cont'd)

6.3.3.5 Chargeable Optional Features

6.3.3.5.1 800 Database Access Service Basic Query

Per Query

\$0.003089

6.3.3.5.2 Signaling Transfer Point Access

Monthly

Per Mile

ICB

Non-Recurring

Per Port

ICB

Via Third

Party

ICB

6.3.3.6 Nonchargeable Optional Features

Supervisory Signaling

\$0.00

6.3.3.7 Feature Group D Optional Features

6.3.3.7.1 Common Switching Optional Features

Alternate Traffic Routing \$0.00

Automatic Number Identification \$0.00

Cut-Through \$0.00

Service Class Routing \$0.00

Feature Group D with 950 Access \$0.00

Signaling System Seven (SS7) \$0.00

Basic Initial Address Message Delivery \$0.00

Called Directory Number Delivery \$0.00

Flexible Automatic Number Identification Delivery \$0.00

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6. RATES AND CHARGES (Cont'd)

6.3 Switched Access Service (Cont'd)

6.3.4 Special Construction

6.3.4.1 Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are the same as rates and charges for Special Access Service and are specified in Section 6.1.1 and 6.1.2 preceding.

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7. INTERIM INTERCONNECTION LOCAL CALL COMPLETION SERVICE (IILCC)

Interim Interconnection Local Call Completion Service will be provided to other certified LEC's for calls originating by a certified LEC within the Company's local calling area as set forth in the Company's Local Exchange Services Tariff, PA. P.U.C. No. 2, and terminating, within the same local calling area to an end user served on the Company's network. IILCC Service will be provided as a Feature Group D (FGD) trunk as described in Section 4.0 above. Rates for IILCC Service will be pursuant to individual negotiated arrangements which shall be filed with the Commission.

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8. COLLOCATED INTERCONNECTION

This Section contains regulations, terms, and conditions for Collocated Interconnection (Collocation) and associated switched and special access transport services as provided by the Company. The Company will make available both a virtual and physical collocation subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.

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EXECUTIVE OVERVIEW

Pursuant to this tariff, ACCESS Integrated Networks, Inc. offers rates and terms for intraLATA and interLATA toll services. Customers will have the option to combine their toll service with local calling as set out in ACCESS Integrated Networks, Inc. T.R.A. Local Exchange Services Tariff No. 1.

In addition to the generally available rates and charges, ACCESS Integrated Networks, Inc. will offer Customer Specific Pricing plans on a contractual basis to interested customers on a case by case basis.

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify change in meaning of text

D - To signify decreased rate

I - To signify increased rate

N - To signify new

T - To signify text clarification

PRINCIPAL OFFICE

ACCESS Integrated Networks Inc.'s principal office in its serving territory is located
at 121 North Crest Boulevard
Macon, Georgia 31210-1844

This Tariff is available for public inspection at the
above during regular business hours.

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A. APPLICATION OF TARIFF

This tariff applies to Two-Point Message Toll Service, originating within a Local Access and Transport Area (LATA) and terminating within that LATA or a different LATA within the State of Tennessee. The points between which service is furnished on a local basis are indicated by the Local General Tariffs governing the rates for exchange service.
(T)

B. GENERAL REGULATIONS

Please refer to ACCESS Integrated Networks, Inc.'s Local Exchange Services Tariff, T.R.A No. 1, for all applicable Rules and Regulations.

1. DEFINITION

Two-Point Message Toll Service is that of furnishing facilities for telecommunications between stations in different local service areas of the same or different LATA in accordance with the regulations and schedule of rates specified in this Tariff. The rates specified in this Tariff are in payment for all services furnished between the calling and called stations.
(T)

2. UNDERTAKING OF COMPANY

ACCESS Integrated Networks, Inc. offers, subject to the terms and conditions specified in this Tariff, the use of its facilities where available for communications between customers.

3. PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Message Toll Service shall take precedence over the use of facilities will follow, in all cases, any contrary federal or state prioritization requirements.

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B. GENERAL REGULATIONS (Cont'd)

4. LIABILITY OF THE COMPANY

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other effects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission, or failure or defect in the Company's equipment occurs. Adjustments within the limits provided herein may be made by direct payment to the Customer or by credit to the Customer's account.

5. USE

- a. Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided that all such usage shall be subject to the provisions of this Tariff, and shall not affect the Customer's responsibility for all payments required under this Tariff.
- b. Use of Service for Unlawful Purposes
Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company received other evidence that such service is or will be used for such purposes.
- c. Use of Service With Customer-Provided Equipment
Customer-provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates and charges applicable to the facilities as provided for in the Company's Tariffs.

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B. GENERAL REGULATIONS (Cont'd)

6. CUSTOMER SPECIFIC PRICING (CSP)

Customer Specific Pricing arrangements for Toll services provided in this Tariff can be connected to exchange facilities of the Company subject to the regulations, rates and charges applicable to the facilities as provided for in the Company's Tariffs.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

7. LIABILITY FOR CALLING CARD FRAUD

(N)

- a. The Customer is liable for the unauthorized use of the Company's facilities, equipment, and services obtained through the fraudulent or other unauthorized use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified. (N)
- b. The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by the unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection. (N)
- c. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. Written notice shall be sent to the Company's address as designated pursuant to Section 8 and will be effective when received, and oral notice shall be made by telephone at the Company's listed telephone number. For the purposes of this section, notice occurs when the Company receives oral or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. (N)

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B. GENERAL REGULATIONS (Cont'd)

7. LIABILITY FOR CALLING CARD FRAUD (Cont'd)

- d. The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent. (N)

- 8. Except as otherwise provided in Section 7.c. all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which occurs first. (N)

C. MESSAGE TOLL SERVICES

1. DEFINITIONS

Station - The term denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

Station-to-Station - Two-Point Service is that service where the person originating the call from other than a public or semi-public coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

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C. MESSAGE TOLL SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS

The services shall be usage-based and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment.

- 2.1 The following per minute rates will be applied to all direct dialed calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's long distance service.

	<u>Per Minute</u>	
Month-to-Month	\$0.11	(D)
1 year contract	\$0.11	
2 year contract	\$0.10	
3 year contract	\$0.09	

To receive the above contract rates, the Customer's line must be assigned the ACCESS PIC during the entire contract period. In the event a contracted line does not carry the ACCESS PIC, the contract may be terminated by ACCESS and contractual liquidated damages will apply.

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C. MESSAGE TOLL SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 The following per minute rates will be applied to all direct dialed calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's local service in addition to ACCESS's long distance service prior to January 1, 1998. For long distance service subscribed to after January 1, 1998, the rates in C2.2.1 shall apply. Customers who have subscribed to long distance service pursuant to Section C.2.2.2 may elect to terminate their existing term contract by subscribing to a new term contract under Section C.2.2.1 with a term at least equal to the remaining term of their existing contract at the time of election. Customers will not be assessed a nonrecurring charge for this election.

		<u>Per Minute</u>	
	<u>Month-to</u>	<u>1 Year</u>	<u>3 Year</u>
	<u>Month</u>	<u>Contract</u>	<u>Contract</u>
Message Toll Originating Service (0 - 999 minutes of use per month)	\$0.14	\$0.13	\$0.12
(if usage exceeds 999 but is less than 5,000 minutes of use per month, all minutes will receive discounted rate)	\$0.13	\$0.12	\$0.11
(if usage exceeds 5,000 but is less than 10,000 minutes of use per month, all minutes will receive a further discounted rate)	\$0.12	\$0.11	\$0.10
(if usage is 10,000 minutes of use or more per month, all minutes of use will receive an additionally discounted rate)	\$0.11	\$0.10	\$0.09

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C. MESSAGE TOLL SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 (Cont'd)

2.2.1 Term and volume rates require a written contract between ACCESS and the Customer. The per minute rate to be applied to each Customer's usage under the term and volume contracts for ACCESS long distance will be determined by the overall length of the contract period agreed upon and the amount of usage accumulated during the monthly billing period. All minutes billed to the account during the billing period will accumulate towards the threshold per minute rate. All minutes billed during the billing period will receive the rate achieved via passing the highest volume threshold within that billing period.

2.3 Both intraLATA and interLATA minutes of use are accumulated towards the discounts described in sections 2.1 and 2.2.

2.4 Customers may combine their ACCESS long distance service with ACCESS special access at the T1 level capacity or greater. If the special access is purchased from ACCESS at tariff rates, each long distance call direct dialed originating and terminating in the continental United States shall be charged \$.09 per minute.*

*** Note: Comparable services, Flexible Digital Access and ISDN-PRI long distance, are also available in Sections 3.1.3.4 and 3.1.4.2.2 of ACCESS's Local Exchange Services Tariff, respectively. (N)**

[International rates deleted; contained in FCC tariff] (D)

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C. MESSAGE TOLL SERVICES (Cont'd)

2. TIMING OF MESSAGES

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

D. 800 AND 888 SERVICES

1. DEFINITION

800 and 888 Service

The terms 800 and 888 service refer to inbound long distance calls to the Customer for which the Customer has made arrangements with the carrier and agreed to be responsible for the cost of those calls.

2. DESCRIPTION OF CHARGERS AND RATE COMPONENTS

800 and 888 service is usage rated and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher increment.

- 2.1 The following per minute rates will be applied to all calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's 800/888 service.

	<u>Per Minute</u>	
Month-to-Month	\$0.11	(D)
1 year contract	\$0.11	
2 year contract	\$0.10	
3 year contract	\$0.09	

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D. 800/888 SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 The following per minute rates will be applied to all calls originating and terminating in the continental United States if the Customer subscribes to ACCESS's local service in addition to ACCESS's long distance service prior to January 1, 1998. Customer 800 number must be directed to an ACCESS local line. For 800/888 service subscribed to after January 1, 1998, the rates in D.2.2.1 shall apply.

	<u>Per Minute</u>		
	<u>Month-to</u> <u>Month</u>	<u>1 year</u> <u>Contract</u>	<u>2 year</u> <u>Contract</u>
Message Toll Originating Service (0-999 minutes of use per month)	\$0.14	\$0.13	\$0.12
(if usage exceeds 999 but is less than 5,000 minutes of use per month, all minutes will receive discounted rate)	\$0.13	\$0.12	\$0.11
(if usage exceeds 5,000 but is less than 10,000 minutes of use per month, all minutes will receive discounted rate)	\$0.12	\$0.11	\$0.10
(if usage is 10,000 minutes of use or more per month, all minutes of use will receive an additional discounted rate)	\$0.11	\$0.10	\$0.09

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D. 800/888 SERVICES (Cont'd)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (Cont'd)

2.2 (Cont'd)

2.2.1 Terms and volume rates require a written contract between ACCESS and the Customer. The per minute rate to be applied to each Customer's usage under the term and volume contracts for ACCESS long distance will be determined by the overall length of the contract period agreed upon and the amount of usage accumulated during the monthly billing period. All minutes billed to the account during the billing period will accumulate towards the threshold per minute rate. All minutes billed during the billing period will receive the rate achieved via passing the highest volume threshold within that billing period.

2.3 Customers may combine their ACCESS Integrated Networks, Inc. 800/888 service with ACCESS Integrated Networks, Inc. special access at the T1 level capacity or greater. If the special access is purchased from ACCESS Integrated Networks, Inc. at tariff rates, each 800/888 call originating in the continental United States shall be charged \$.07 per minute. (D)

2.4 800 and 888 service for points beyond the continental United States may be provided on an individual Case Basis (ICB).

3. TIMING OF MESSAGES

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

ACCESS INTEGRATED NETWORKS, INC.
MESSAGE TOLL SERVICES TARIFF
T.R.A. NO. 3

ISSUED: May 15, 1999

EFFECTIVE: June 1, 1999

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E. EMPLOYEE SERVICES

1. DEFINITION

Employees of ACCESS Integrated Networks, Inc. will be allowed to purchase long distance service from the Company at a discounted rate. Employees are defined as regular, full-time and do not include part-time, temporary or contractor. They must be employed by ACCESS Integrated Networks, Inc. or any entity in which ACCESS Integrated Networks, Inc. or its successor has a controlling interest. Employees are eligible to purchase ACCESS long distance at a discount immediately upon their first day of employment. The employee discount on ACCESS Integrated Networks, Inc.'s long distance shall cease upon the employee's terminating their status as a full-time, regular employee.

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS

ACCESS Employee service is the same grade of service as provided to all other customers and the description of charges and rate components described in Section C.2.-Message Toll Services - Description of Charges and Rate Components applies.

2.1 ACCESS employees will be charged \$.10 on a per minute basis to all calls originating and terminating in the continental United States.

2.2 ACCESS employees will be charged the tariff rates per Section C.2.5 - Message Toll Services - Description of Charges and Rate Components for all direct dialed calls originating by the employee and terminating in Alaska, Hawaii, U.S. Virgin Islands, and Puerto Rico.

3. TIMING OF MESSAGES

The timing of messages will be determined as per Section C.3 - Message Toll Services - Timing of Messages.

W. THOMAS WRIGHT, PRESIDENT
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ISSUED: May 15, 1999

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F. CALLING CARD SERVICES

1. DEFINITION (N)

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place telephone calls and to have the charges for such calls billed to the Customer's account. (N)

The Company Calling Card Service is provided to Customers for use when away from their established service locations. The Company will issue to Customer's Company Calling Cards that will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the 800 access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e. 800-NXX-XXXX) and then entering a 10 digit account number plus four digit personal identification number (PIN) and the called telephone number. (N)

ACCESS Calling Card Service is usage sensitive and billed in six (6) second increments with an initial billing period of 30 seconds. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless otherwise specified in this tariff, the duration of each call for bill purposes will be rounded off to the nearest higher increment. (N)

2. DESCRIPTION OF CHARGES AND RATE COMPONENTS (N)

The rate of \$0.23 per minute will be applied to all calling card calls originating and terminating within Tennessee. (N)

W. THOMAS WRIGHT, PRESIDENT
ACCESS INTEGRATED NETWORKS, INC.
121 NORTH CREST BOULEVARD
MACON, GEORGIA 31210-1844

Exhibit 8

Small and Minority-Owned Telecommunications Business Participation Plan

ACCESS INTEGRATED NETWORKS, INC.

SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

Pursuant to T.C.A. § 65-5-212, as amended, Access Integrated Networks, Inc. (“AIN”) submits this small and minority-owned telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity as a Competing Telecommunications Service Provider in Tennessee.

I. PURPOSE

The purpose of Section 65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. AIN is committed to the goals of Section 65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. AIN will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, AIN will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to AIN of such opportunities. AIN will contact the Department of Economic and Community Development, the administrator of the small and minority-owned telecommunications assistance program, to obtain a list of qualified vendors. Moreover, AIN will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in Section 65-5-212:

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is

owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

II. ADMINISTRATION

AIN's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting AIN's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Mr. Rodney Page
Access Integrated Networks, Inc.
121 North Crest Boulevard
Macon, Georgia 31210
Tel: (912) 475-9800
Fax: (912) 475-9988

The Administrator's responsibilities will include:

- (1) maintaining an updated Plan in full compliance with Section 65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in Section 65-5-212.

- (5) searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) providing information and educational activities to persons within AIN and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors.
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

III. RECORDS AND COMPLIANCE REPORTS

AIN will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, AIN will maintain records of

Exhibit 9

Year 2000 Readiness Disclosure

Access Integrated Networks, Inc. (AIN)

Year 2000 Readiness Disclosure

Access Integrated Networks, Inc. is a reseller of telecommunications products and services.¹ Our suppliers are BellSouth for local service, BTI for long distance service, Homenet Communications for Internet access, MCI for calling card service and VoiceLink for pager and voicemail service.

Since AIN is a reseller the most likely impact that Y2K could have to its internal operations would be the inability to deliver an accurate bill. Our billing system resides on a Titan Server PII-350 processor purchased in February 1999. The hardware has been certified by the vendor, American Control Systems, as Y2K compliant. The network operating system for this server is Microsoft Windows NT 4.0, which has been certified as Y2K compliant by Microsoft. Our billing software is CAS 5.51 provided by Highland Lakes Corp. AIN has received notice from Highland Lakes that all CAS 5.50 or higher are Y2K compliant. AIN will also upgrade to CAS 5.52 when it is released in September 1999.

AIN will test the software by the end of 3rd quarter of 1999. AIN's plan is to build a false customer in the billing system and process call records provided by our suppliers that have dates and times in the year 2000. This will confirm that we can accurately bill our customers after December 31, 1999.

¹In limited instances, AIN purchases unbundled network elements from BellSouth.

AIN has tested all other computer equipment using Micro-Scope from Micro 2000 Inc. This software runs a series of tests to determine if the computer can process dates beyond 12-31-99 as well as recognize the leap years. All computer hardware has passed this test.

Local service provided by AIN is purchased from BellSouth. AIN has received a letter from BellSouth stating its Y2K compliance plans. BellSouth follows the guidelines of the FCC (www.fcc.gov/year2000), which requires publicly held institutions to take reasonable actions designed to ensure that telecommunications services will not be affected by the date change from 1999 to 2000. Detailed information of BellSouth's compliance status can be found at [http://bsonline.bellsouth.net/year2000/y2k comp status](http://bsonline.bellsouth.net/year2000/y2k_comp_status).

Long distance service provided by AIN is provided by BTI (Business Telecomm Inc.). ACCESS has received a letter from BTI stating their Y2K compliance plans. BTI follows the guidelines of the FCC (www.fcc.gov/year2000), which requires publicly held institutions to take reasonable actions designed to ensure that telecommunications services will not be affected by the date change from 1999 to 2000. Detailed information of BTI's compliance status can be found at www.btitele.com.

Exhibit 10

Toll Dialing Parity Plan

Access Integrated Networks, Inc. IntraLATA Toll Dialing Parity Plan

1. Purpose

This Plan provides Access Integrated Networks, Inc.'s ("AIN") guidelines for providing customers the ability to select the telecommunications carrier of their choice for routing their IntraLATA toll calls.

AIN is primarily a reseller of the BellSouth network and will be following their established guidelines and procedures for implementation of IntraLATA parity of toll calls.

2. Implementation Date and Areas of Availability

AIN is currently offering 2-PIC service in all BellSouth states in which AIN operates. This service will be available in Tennessee once AIN commences operations.

Availability in each exchange is dependent on BellSouth. AIN will make toll dialing parity available in all exchanges and LATAs in which it operates and in which BellSouth has filed under its plan.

3. Selecting a Carrier

With 2-PIC, customers may presubscribe to one telecommunications carrier for InterLATA calls and presubscribe to the same or different carrier, including their existing local exchange company, for IntraLATA toll calls.

New Customers

New customers will have an opportunity to choose their IntraLATA toll carrier upon signing up for service. AIN will make a list of IntraLATA carriers to all customers, if a customer requests such a list. Customers who do not choose a carrier for IntraLATA toll calls will be identified as a "No-PIC" and will not be automatically defaulted to a carrier. Such customers' IntraLATA toll calls will be blocked and they will need to dial an access code to complete their IntraLATA toll calls. Fees for PIC changes will be passed on to the customer at current pricing of \$1.49 for both residential and business customers. No waiver will apply but customers will be able to change both InterLATA and IntraLATA PICs in the same transaction for no extra charge.

Established Customers

AIN has trained its employees to explain to customers the process for making PIC changes for IntraLATA toll calls. An established customer will remain with its existing IntraLATA carrier until it affirmatively chooses a different IntraLATA toll carrier.

4. Customer Notifications

AIN does not have existing customers in Tennessee so no notifications are necessary.

5. Cost Recovery

AIN does not anticipate any charges from BellSouth to implement its Plan and does not currently plan to assess the customer any additional charges for dialing parity.

6. Applicable Rules

As indicated in its Application for a Certificate of Public Convenience and Necessity as a Telecommunications Service Provider, AIN will comply with all applicable rules of the Tennessee Regulatory Authority.

Exhibit 11

**Pre-filed Testimony of
William T. Wright**

**TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

Application of Access Integrated Networks, Inc. for a)
Certificate of Public Convenience and Necessity) TRA Docket No. 99-_____
as a Competing Telecommunications Service Provider)

PRE-FILED TESTIMONY OF WILLIAM T. ("TOM") WRIGHT

I, William T. Wright, do hereby testify as follows in support of the application of Access Integrated Networks, Inc. ("AIN") for a certificate of public convenience and necessity as a competing telecommunications service provider to provide telecommunications services throughout the State of Tennessee:

Q: Please state your full name, business address, and title.

A: My name is William T. Wright and my business address is 121 North Crest Boulevard, Macon, Georgia 31210. I am AIN's President and Chief Executive Officer.

Q: Are all statements in AIN's application for a certificate of public convenience and necessity filed before the Tennessee Regulatory Authority true and correct to the best of your knowledge, information and belief?

A: Yes.

Q: Please describe the current corporate structure of AIN.

A: AIN is a corporation organized under the laws of the State of Georgia and has authority to transact business in Tennessee.

Q: Does AIN possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A: Yes.

Q: Please describe AIN's financial qualifications.

A: AIN is financially qualified to provide resold and facilities-based telecommunications services in Tennessee. AIN is a privately-held company with substantial financial resources available to it to operate throughout the state. AIN funds its operations through its ongoing operations. In addition, AIN recently received a commitment for a significant equity investment in the company. Because AIN provides its services primarily through resale, the cost of its proposed network (that is, of its limited use of unbundled network elements), is minimal. In fact, AIN intends to use UNEs only where it is more economical than resale.

Q: Please describe AIN's managerial and technical qualifications.

A: AIN possesses the managerial qualifications to provide telecommunications services in Tennessee. AIN's management team has extensive management experience in the telecommunications industry. In particular, senior officers and directors of the company have more than eighty-five years of experience in the telecommunications industry, including numerous years working with BellSouth.

AIN has been providing telecommunications services on a resale basis since June 5, 1997 in Georgia. More recently, AIN has begun providing resold telecommunications services in Alabama and Kentucky. AIN has entered into region-wide agreements with BellSouth for the provisioning of AIN's services.

AIN will primarily provide its services via resale. On a limited basis and where it is more cost effective, AIN will purchase unbundled network elements from BellSouth to provide its telecommunications services. The technical and maintenance support for those UNEs will be provided by BellSouth under its agreements with AIN. AIN does not currently intend to install any switches or other facilities in Tennessee.

Q: What services will AIN offer?

A: As described in more detail in the illustrative tariffs attached to its application, AIN seeks authority to provide a full range of interexchange, exchange access and special access, and local exchange telecommunications services, including prepaid services, throughout the State of Tennessee on both a resale and facilities-based basis. AIN's services will be available twenty-four hours a day, seven days a week. These services will be provided primarily through resale of the incumbent local exchange carriers' networks. AIN either directly or through arrangements with other carriers or companies will provide those services required by TRA Rule 1220-4-8-.04(3)(b). AIN will, upon certification and before offering telecommunications services to the public, file its initial tariffs with the TRA setting forth the rates, charges, terms, and regulations for its services.

Q: Will the granting of a certificate of public convenience and necessity to AIN serve the public interest and need?

A: Yes. The grant of a certificate of public convenience and necessity to AIN to provide telecommunications services within Tennessee will benefit the public. AIN's offerings will increase consumer choice and expand the options for innovative products, thereby increasing competition for local exchange and interexchange services. AIN's prepaid offerings also will provide options and competition for those consumers who are unable to obtain local and interexchange services through more traditional means. By providing more telecommunications options to the consumers of Tennessee, the economic development within the state will be further stimulated. Competition from companies such as AIN promotes the pro-consumer goals of the TRA and Telecommunications Act

of 1996. AIN's entry into the market will neither prejudice nor disadvantage any class of telephone customers or providers. Its application, therefore, is in the public interest.

Q: Has AIN filed its small and minority-owned business participation plan?

A: Yes.

Q: Has AIN filed its Year 2000 Disclosure Statement?

A: Yes.

Q: Has AIN filed its toll dialing parity plan?

A: Yes.

Q: Will AIN offer telecommunications services in areas served by rural telcos or telephone cooperatives?

A: AIN seeks statewide authority to extent permitted by law. Unless otherwise permitted by federal or state law, AIN does not plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines, except for those that have voluntarily entered into an agreement with a competing telecommunications service provider or that have applied to provide telecommunications services in an area outside its service area existing as of June 6, 1995. AIN also does not plan to provide service in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. AIN reserves the right to expand its services into these areas should any rulings of the TRA or any court or administrative agency allow the provision of service in such areas.

Q: Is AIN authorized to provide telecommunications services in any other states?

A: Yes. AIN has been authorized to provide telecommunications services in Georgia, Alabama, Kentucky, and Florida. AIN has applications to provide telecommunications services pending in Mississippi, Louisiana, North Carolina, and South Carolina. AIN has not been denied authority in any state nor has its authority been revoked in any state.

Q: Who is knowledgeable about AIN's operations and will serve as AIN's regulatory and customer service contact?

A: George Forbes, AIN's Vice President of Operations, is knowledgeable about AIN's operations. Mr. Forbes has ultimate responsibility for overseeing AIN's operations and will serve as the responsible regulatory officer for the TRA to contact regarding AIN's operations and filing requirements subsequent to approval. He may be contacted at 912-475-9800. In addition, for billing and customer service issues, customers may contact Annette Hardy, AIN's Customer Service Manager at 912-475-9800.

Q: Has AIN been involved in any pertinent mergers or acquisitions?

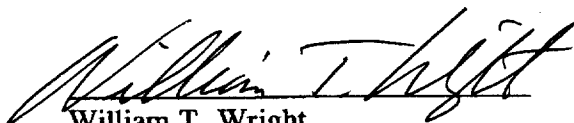
A: No.

Q: Will AIN comply with all applicable statutes, rules and orders pertaining to the provision of telecommunications services in Tennessee?

A: Yes.

Q: Does this conclude your testimony?

A. Yes.



William T. Wright
President and Chief Executive Officer
Access Integrated Networks, Inc.

Subscribed and sworn to before me this 30 th
day of August, 1999.



Notary Public

State of Georgia

County of Bibb

My Commission expires MY COMMISSION EXPIRES DEC. 28, 2002

NOTICE OF FILING

Access Integrated Networks, Inc. has filed an Application with the Tennessee Regulatory Authority for a Certificate of Public Convenience and Necessity as a Competing Telecommunications Service Provider. The undersigned hereby certifies that a copy of this notice has been served on the following persons via U.S. mail this 1st day of September, 1999:

Guy M. Hicks*
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

T. G. Pappas, Esq.*
Bass, Berry & Sims
2700 First American Center
313 Deaderick Street
Nashville, Tennessee 37238-2700

James B. Wright, Esq.*
United Telephone-Southeast, Inc.
14111 Capital Boulevard
Wake Forest, NC 27587-5900

Ardmore Telephone Company, Inc.
Terry Wales, General Manager
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

Century Telephone of Adamsville
David Dickey, Division Manager
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310

Century Telephone of Claiborne
Don Ray Fannon, Division Manager
P.O. Box 100
57 Main Street
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.
Terry Crutchfield, Division Manager
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363

Citizens Telephone Company of Tennessee
Citizens Telecommunications Company of the Volunteer State
Mike Swatts, State Regulatory Director, South
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

TDS Telecom-Tellico Telephone Company, Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

Loretto Telephone Company, Inc.
Louise Brown, President
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
W. S. Howard, President
4880 Navy Road
Millington, TN 38053

Sprint-United
Steve Parrott
Director-Regulatory Affairs
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.
Jerry R. Parkerson, Manager
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company
Bernard R. Arnold, Manager
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552

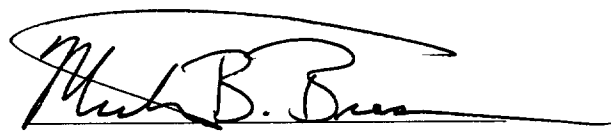
TDS Telecom-Tennessee Telephone Company
P.O. Box 18139
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034

TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316

United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034



Michael B. Bressman

*Served with a copy of the Application (without exhibits) in addition to this Notice.